

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
June 13, 2023

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

7:30 a.m. Mark Dorenkamp, Road & Bridge
- Update (*Hickory House Restaurant*)

WORK SESSION

8:30 a.m. Ribbon Cutting Ceremony and Grand Opening
- Cobblestone Hotel

9:30 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director
- PEP update monthly

10:00 a.m. Gary Harbert, Veterans' Service Officer
- County VSO Monthly Report and Certification of Pay

10:15 a.m. BOCC
- Updates

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

10:45 a.m. PC Overflow Processing Center Program Manager
- OPC update

MEETING AGENDA

Invocation

Pledge of Allegiance

1:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of May 23, 2023 Meeting Minutes
4. Consider Approval of June 5, 2023 Special Meeting Minutes
5. Consider Approval of June 9, 2023 Special Meeting Minutes

Public Appearances

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

1:05 p.m.

Rose Pugliese, Esq.

- First Reading of Ordinance Prohibiting the Operation of Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores

1:20 p.m.

Mark Westhoff

- County Administrator Update

1:30 p.m.

Rose Pugliese, Esq.

- County Attorney Update

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

Part 1: Collective Bargaining, Part 2: Public Safety, and Part 3: Water Authorities.

ACTION ITEMS:

1. Consider approval for correction to the Subdivision Application agent item and correction of the Final Subdivision Exemption plat map agenda item for Carol M. Flint, correction the agenda items to read SW1/4 of Section 17, Township 17, 22 South, Range 45 West, as approved on January 24, 2023 by the BOCC and the final plat map was approved April 25, by the BOCC.
2. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay - May 2023.
3. Consider ratifying 5-26-2023 email poll approval for Payment of Bills and Payroll Presented in the Amount of \$835,715.69, Department of Human Services Payment of Bills Presented in the Amount of \$228,446.22 and H3C in the amount of \$115,570.70 with the Certification date 5-26-2023.
4. Consider approval of SFY24 Amendment #5 of 24 QAA 182958 original Contract # 21 IHIA 159839 between the Colorado Department of Early and Prowers County Department of Human Services for the Early Childhood Council Program-Prowers County Department of Human Services, total funding amount was \$514,066 with an expiration date of 9-30-2024 and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document electronically.
5. Consider approval of Master Task Order Contract No. 23 FAA 00042, Task Order No. 2024*0447 for Prowers County Public Health to provide environmental health services effective 7-1-2023 to 6-30-2028, funding in the amount of \$30,000 and authorizing Meagan Hillman, Public Health Director to execute the document electronically.
6. Consider approval of Contract Amendment No. 1 to the Substance Use Disorder Services Agreement between the Arkansas Valley County Departments of Social Services and Signal, and authorizing Lanie Meyers-Mireles, Department of Human Services Director, to execute the document.
7. Consider approval of Contract Amendment #5 of 21 IHIA 168429 between Prowers County Department of Human Services and the Colorado Department of Early Childhood for the provision of the Colorado Fatherhood F.I.R.E. grant and authorize Lanie Meyers-Mireles, Director of Human Services to execute the document electronically.
8. Consider approval of Master Task Order Contract No. 23 FAA 00042, Task Order No. 2024*0719, FY 2024-2027, funding amount \$331,314.00 for OPHP and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

9. Consider approval of Contract Amendment #4, 23 IHFA 182250, original contract #128142 between Prowers County and the Colorado Department of Human Services to provide support of the Child Welfare Abuse and Neglect Hotline-Routine System, total amount of \$5,162,133.85 with the expiration date of 6-30-2024 and authorizing Lanie Meyers-Mireless, Department of Human Services Director, to execute the document electronically.
10. Consider approval of Case Management Retention Phase 2 Grant Application for OLTC Retention Payments, in the amount of \$750 per OLTC Staff Members and authorizing Meagan Hillman, Public Health Director to execute the document electronically.
11. Consider approval of Contract Amendment #2, 21 IHGA 184263 original Contract # 21 IHGA 168850 between Colorado Department of Human Services and Prowers County Department of Human Services for use of The Work Number from June 1, 2022 through June 30, 2024, total amount \$59,360.63 for all State Fiscal Years and authorizing Lanie Meyers-Mireles to execute the document electronically.
12. Consider approval to Amend the 2023 Order for Authorized Persons and Authorized Signature on Checking Account document to remove Tamara Nickelson as an authorized agent and to add Paula Gonzales as a new authorized agent effective June 1, 2023.
13. Consider approval of Credit Card Authorization Request for the following county employees: Bret Olinger, Nelson Marks, Racheal Ariatti, Ricardo Juarez, and Troy Spears for the Prowers County Sheriff's Department, credit limit amount of \$1,000.00 each.
14. Consider approval of Credit Card Authorization Request for Paula Gonzales, Finance Director/Budget Officer, credit limit amount of \$3,000.00.
15. Consider approving Colorado Department of Public Health and Environment Brownfields Assessment Grant Application to update Phase 1 and Phase 2 Brownfields Site Assessments at 207 E Elm Street, Lamar, Colorado and authorizing Mark Westhoff, County Administrator to submit the Application form online.
16. Consider approving a Minor Subdivision application by S Bar Ranches, Inc., in the E2SE4SE4 of Section 19, Township 22, Range 46 West, the 6th P.M. The request is to subdivide the property into three separate tracts. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a Second Subdivision. The Planning Commission approved to forward the application to the BOCC with recommendations for consideration of approval on May 24, 2023.
17. Consider approval of Credit Card Authorization Request for Connie Martinez, Environmental Health Manager, credit limit amount of \$1,000.00.

18. Consider approval of Task Order Contract Waiver #154, Amendment #5 to Original Contract No. 2020*0270 between Colorado Department of Public Health & Emergency Preparedness & Response and the Board of County Commissioners of Prowers County for services to improve medical and public health care preparedness, response, and recovery capabilities, funding amount is \$42,709 with term ending June 30, 2024 and authorizing Meagan Hillman to execute the document electronically.
19. Consider ratifying 5-22-2023 email poll approval of a Letter of Congratulations sent to Mr. John Hainer for 2023 CHSAA Track and Field 1A State Championship in both shot and discus throw.
20. Consider ratifying 5-26-2023 email poll approval of Lower Arkansas Valley Area Agency on Aging (LAVAAA), Title III-B Older Americans Act Services and State Funding for Senior Services, grant application period July 1, 2023 – June 30, 2024 for Prowers Area Transit.
21. Consider approval of URNA Contract Amendment No. 1, 2023*0329, original Contract No. 2023*0329, funding in the amount of \$199,994, term of 7-1-2023 to 6-30-2024, and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

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

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/13/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 05/31/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval for a correction to the Subdivision Application agenda item and correction of the Final Subdivision Exemption plat map agenda item for Carol M. Flint, correcting the agenda items to read SW ¼ of Section 17, Township 22 South, Range 45 West of the 6th P.M, in place of W ½ of Section 17, Township 22 South, Range 45 West of the 6th P.M., as stated on the application and plat map. The Minor Subdivision Application was approved on January 24, 2023 by the BOCC and the final plat map was approved on April 25, 2023 by the BOCC.

Justification or Background:

Correct agenda item verbiage to read SW ¼ Section 17, Township 22 South, Range 45 West of the 6th P.Min place of W ½ of Section 17, Township 22 South, Range 45 West of the 6th P.M, as stated on the application and final plat map.

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

County: N/A 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!

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

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

Date: 12/10/2022

Carol M. Flint

Applicant's / Representative's Signature

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

Property Owner: Carol M. Flint

Address: 34500 Rd 13 Laramie, Co 81052

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

Applicant's Representative: _____

Address: _____

Telephone Numbers: _____ Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision:

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

Quarter SW

Section 17 Township 22 Range 45 W or

Lot _____ Block _____ Subdivision _____

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

Tax parcel number of property (County Assessor's Records) #8000-31-671

Current land classification as per Assessor's Records Grazing

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

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

If YES, attach copy

Proposed Use of Land 2.5 acre lot

Proposed Water Source N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access Current

Proposed Lot Size 2 Acres

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 11 day of January, 2023

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

Prowers County Board of County Commissioners, Chair

[Signature]

Dated this 24th day of January, 2023

400

SECOND SUBDIVISION

Week 1	Week 2	Week 3
Week 4	Week 5	Week 6

MARCH 3, 2023

LANCE W. BRUNO
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 30087

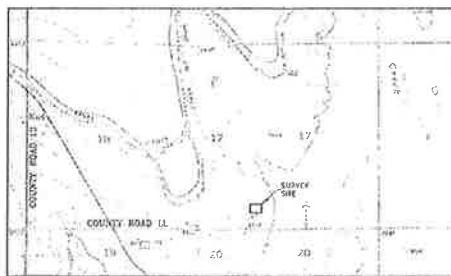
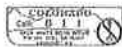


Chairman: _____, Date: _____

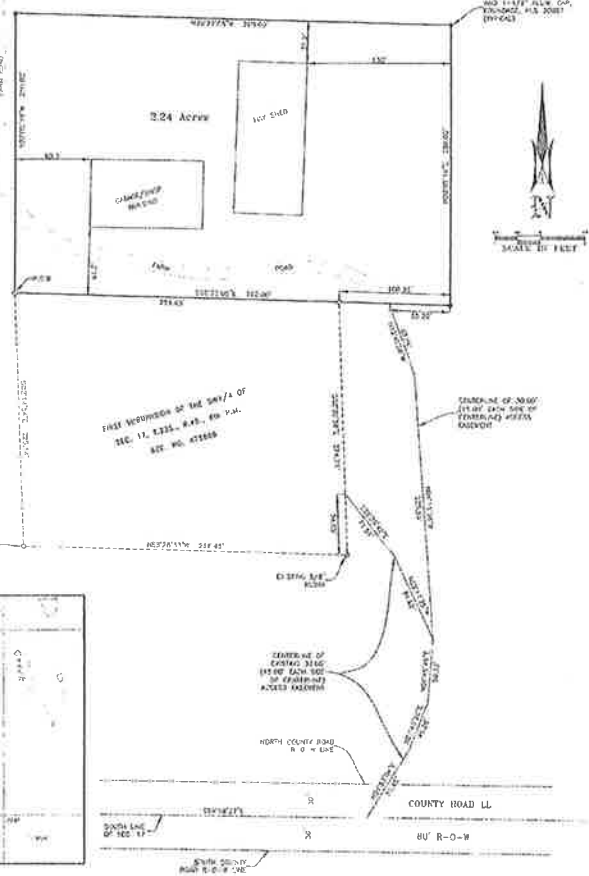
Definisci _____, che _____.

of _____ 20____ of _____ M, under Reception number _____

Clerk and Recorder By: _____
Date: _____



VICINITY MAP



DATE	APPROVED BY
SIGNATURE	DATE

SUBDIVISION PLAT

$\text{rank}(A) = \begin{cases} 1 & \text{if } x_1 = 0 \\ 2 & \text{if } x_1 \neq 0 \end{cases}$

CLASS	CAROL FLINT
LAMAR	COLORADO

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/13/2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 6/2/2023

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

Number of originals to return to Submitter: 1

Contract Due Date:

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

Justification or Background: [Brief overview for the Commissioners]

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



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

County of Prowers Month of May 2023

Telephone Calls	88
Appointments	29
Outreach	
Total Served	117

Surveys Submitted	1
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Certification by County Veterans Service Officer

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

 34 hours per week or fewer

 X 35 hours per week or more

For the month of May, 2023 from Prowers County.

Gary Warburton
Signature of County Veterans Service Officer

6/1/2023
Date

Certification by County Commissioner or Designee

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

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

County Commissioner or Designee of

PROWERS
County

Date

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

Submit this form no later than the 15th day the following month to:

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

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-23

Submitter: Paula Gonzales, Payroll Director

Submitted to the County Administration Office on: 5-26-23

Return Originals to: Sheryl Reifschneider and Jana Coen, County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

1. Item Title/Recommended Board Action:

Consider ratifying 5-26-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$835,715.69, Department of Human Services Payment of Bills Presented in the Amount of \$228,446.22 and H3C in the amount of \$115,570.70 with the Certification date 5-26-2023.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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: \$869,149.69 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **May 26, 2023**

DATED AS OF: May 26, 2023

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 33,434.00	315,130.98	84,572.79
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	549.53	
PUBLIC HEALTH AGENCY	\$ -	97,076.96	24,774.94
ROAD & BRIDGE FUND	\$ -	64,049.48	16,175.73
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ -	211.75	63.68
CRMC FUND	\$ -	100,683.31	30,327.74
OPC FUND	\$ -	76,954.25	25,144.55
Totals	\$ 33,434.00	\$ 654,656.26	\$ 181,059.43

DATE: May 26, 2023

DATE: May 26, 2023

DATE: May 26, 2023

DATE: May 26, 2023

33,434.00 \$ 654,656.26 \$ 181,059.43

[Signature]
BOCC CHAIRMAN

[Signature]
COMMISSIONER

[Signature]
COMMISSIONER

[Signature]
CLERK TO THE BOARD

Total Paid Approve To Pay	\$	869,149.69
AP + Fringes	\$	214,493.43
Total Pd Certification - Payroll	\$	214,493.43
Total Payroll + Fringes	\$	835,715.69

Ending Check No.	69301
Beginning Check No.	69285

Total Number of Checks: 17

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

COUNTY OF PROWERS }

Provers County Treasurer's Office

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 5-22-2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of SFY24 Amendment #5 of 24 QAA 182958 original Contract # 21 IHIA 159839 between the Colorado Department of Early and Prowers County Department of Human Services for the Early Childhood Council Program-Prowers County Department of Human Services, total funding amount was \$514,066 with an expiration date of 9-30-2024, and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document electronically.

Justification or Background:

This item is budgeted in the following account code:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____



Colorado Department of Early Childhood
VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Prowers County Department of Human Services dba: Roots and Wings for Children; Baca and Prowers County Early Childhood Council

Address: 1001 S. Main, PO BOX 1157

City: Lamar State: CO Zip Code: 81052 County: Prowers

FEIN # 84-1132868

State of Incorporation

Unique Entity Identifier Y8C4HSXY95M6

Fiscal Year End Date

(UEI) (From SAM.gov) DUNS: 014854343

(MM/DD)

06/2024

Type of Entity (please mark one):

☐ Individual
☐ Professional Corporation (PC)
☐ Sole Proprietor

☐ Not-For-Profit Corporation
☐ Limited Liability Company (LLC)
☐ Joint Venture

☐ For-Profit
☐ Limited Liability Partnership (LLP)
☒ Government

Primary Contact to Receive ALL Correspondence:

CFO or Financial Contact:

Name: Lanie Mevers-Mireles

Name: Lisa McCullough

Title: Director

Title: CFO

Email: dssdirector@prowerscounty.net

Email: lmccullough@prowerscounty.net

Phone: 719-336-7486x105

Phone: 719-688-3696

Individual Signing Contract:

Coordinator Contact:

Name: Ron Cook

Name: Courtney Holt-Rogers

Title: Chair, Prowers County Commissioners

Title: Coordinator

Email: rccook@prowerscounty.net

Email: cholt@prowerscounty.net

Phone:

Phone: 719-336-7486x105

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: Rose Pugliese

Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Title: County Attorney

Email: Puglieselawfirm@gmail.com

Sign or CC? CC

Is your agency set up for Electronic Deposit with the State of CO?

Yes X No

If Yes, please list the last 4 digits of the account number payments should be sent to:

2164

How long does your agency and/or board need to review and return the signed contract?

Dependent on commissioner meeting dates.

IMPORTANT – When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

[Signature]

2/27/23



CONTRACT AMENDMENT #5

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street Glendale, CO 80246	Original Contract Number 21 IHIA 159839
Contractor Prowers County Department of Human Services PO BOX 1157 1001 South Main Street Lamar, CO 81052	Amendment Contract Number 24 QAAA 182958
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$61,027* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none">• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134• Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). Extension Terms State Fiscal Year 2022 \$115,131* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none">• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000 The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$156,460* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none">• Quality Improvement (QI) – in the amount of \$7,626,301, is subject to appropriated funds,• Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	Contract Performance Beginning Date July 1, 2020 Current Contract Expiration Date September 30, 2024



State Fiscal Year 2024	\$160,492*
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:	
<ul style="list-style-type: none">• Quality Improvement (QI) – in the amount of \$5,344,341, is subject to appropriated funds,• Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$627,000 is subject to appropriated funds	
The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	
State Fiscal Year 2025	\$20,956
Total for All State Fiscal Years	\$514,066*

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Prowers County Department of Human Services	STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director
By: Ron Cook, Chair, Prowers County Commissioners	By: Lisa Castiglia, Deputy Chief Financial Officer
Date: _____	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: _____ Andrea Eurich / Toni Williamson / Telly Belton	
Amendment Effective Date: _____	

-- Signature and Cover Pages End --



1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown 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, 2023, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Prowers County Department of Human Services and shall serve as the fiscal agent for Roots and Wings for Children, Baca and Prowers County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment extends the Contract Expiration Date, increases funds for SFY24 and SFY25 services and amends Exhibits A, B, F and G.

5. MODIFICATIONS

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



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

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

B. Increase the Contract Amount for SFY24 by \$160,492 and SFY25 by \$20,956 and Increases the Maximum Amount for All State Fiscal Years from \$332,618 to \$514,066.

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

C. Exhibit A – Statement of Work

Exhibit A – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit F – Additional Provisions

Exhibit F – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #4 of the Original Contract.

F. Exhibit G – Supplemental Provisions for Federal Awards

Exhibit G – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
CHILD CARE RESOURCE AND REFERRAL (CCR&R)
FAMILY CHILD CARE HOME NAVIGATOR (FCCH)

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
1001 S. MAIN STREET
PO BOX 1157
LAMAR, CO 81052

FISCAL AGENT FOR:
PROWERS EARLY CHILDHOOD COUNCIL
DBA ROOTS & WINGS FOR CHILDREN

JULY 1, 2023–SEPTEMBER 30, 2024



INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to "improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state." According to the legislation, these Councils were established "for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community". ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

This scope of work is intended to:

1. Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents;
2. To establish a local system of accountability to measure local progress based on the needs and goals set for program performance;
3. To report annually the results of the accountability measurements defined in the strategic plan;
4. To select a fiscal agent to disburse funds and serve as the employer of the Council Director, once hired;
5. To conduct a comprehensive evaluation and report, based on the strategic plan; and,
6. To actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions.

PERIOD OF PERFORMANCE

July 1, 2023 – September 30, 2024



ACRONYMS

- Colorado Department of Early Childhood (CDEC)
- Early Childhood Council (ECC)
- Roots and Wings for Children Baca and Prowers County Early Childhood Council (R&W BPCECC)
- Child Care Resource and Referral (CCR&R)
- Family Child Care Home Navigator Project (FCCH)
- Availability of Care Funds (ACF)
- Professional Development Information System (PDIS)
- Quality Rating and Improvement System (QRIS)
- Colorado Child Care Assistance Program (CCCAP)

WORK PLAN

Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Systems Building Work Plan				
OUTCOMES, BENCHMARKS, AND MILESTONES				
Outcome statement: #1				
Respond to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents				
Key Activity A: Develop and Execute a Strategic Plan				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible
Review strategic plan annually	7/1/2023-6/30/2024	Develop a written strategic plan that reflects local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. Suggested methods to determine such needs may be a community survey and/or formal provider questionnaires distributed to local providers and community members. Meet regularly, with small or under-represented early childhood service providers to better understand needs, issues and trends. Plan shall be reviewed annually and adjusted accordingly. Submit annually current strategic plan and a written comprehensive evaluation and report to CDEC.	<ul style="list-style-type: none"> Members shall have a chance to express their desires for direction and prioritize council needs and direction All Council members shall participate in the development of the strategic plan. Submit annually: current strategic plan and a written comprehensive evaluation and report to CDEC 	Council Director and all Council members
				Budget Category Personnel & Supplies

Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Systems Building Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #2 Complete and submit a written, comprehensive evaluation and report of its progress based on the strategic plan.					
Key Activity A: Evaluation and Report					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Establish a local system of accountability to measure local progresses based on the needs and goals of set for program performance.	7/1/2023-6/30/2024	Research and develop a comprehensive evaluation system. Implement the system of accountability based upon system needs.	<ul style="list-style-type: none"> Document number of accountability goals met in year one Increase number of accountability goals met by 10% 	Council Director or designee(s) named by Council Director	Personnel & Supplies
Report of progress of strategic plan's accountability goals	7/1/2023-6/30/2024	Develop a comprehensive annual report that includes evaluation and report of progress	<ul style="list-style-type: none"> Document number of annual reports presented and to which entities. 	Council Director or designee(s) named by Council Director	Personnel & Supplies
Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Systems Building Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #3 Comply with CDEC requirements set forth for council governance structure					
Key Activity A: Council Governance Structure					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide name and contact information of Council Director or interim employed by fiscal agent	7/1/2023-6/30/2024	Report and update as needed the name and contact information of the Council Director or interim employed by fiscal agent.	<ul style="list-style-type: none"> Document name and contact information and date information was updated & send to CDEC 	Council Director or designee(s) named by Council Director	Personnel & Supplies
Annually update and submit council membership, including name and contact information for representative from each of the mandatory stakeholder group		<p>Compile a list of the council members including representatives from each of the mandatory stakeholder groups; complete with name and contact information and submit to CDEC annually</p> <p>Council members sign a MOU between their agency/self and R&W, PCECC.</p>	<ul style="list-style-type: none"> Document date updated information was sent and to who Assure numbers of mandatory Council members are adequate per statutory requirements. Accurately reflect number of members on the Council 		



Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Systems Building Work Plan				
Tasks	Time Period	Deliverable	Measurement	Budget Category
Create council organizational chart of officer/leadership structure, including current officers. Review and adopt By-laws as presented.	7/1/2023-6/30/2024	Create list of officer/leadership names and contacts including current officers to create an organizational chart and submit to CDEC annually. Review and adopt by-laws, submit to CDEC.	<ul style="list-style-type: none">Determine number of officers and their informationUpdate information annuallyBylaws shall be reviewed at least annually or as neededKeep records of changes to bylaws, who suggested the changes, results from council vote, and implementation from changeRevisions of information and Bylaws shall be submitted to CDEC	Personnel & Supplies
Roots and Wings for Children Prowers County Early Childhood Council ~ Systems Building Work Plan				
OUTCOMES, BENCHMARKS, AND MILESTONES				
Outcome statement: #4	Develop annual budget for supporting a local early childhood system and infrastructure to improve and coordinate early childhood services			
Key Activity A: Budget				
Tasks	Time Period	Deliverable	Measurement	Budget Category
Develop annual budget for supporting a local early childhood system and infrastructure to improve and coordinate early childhood services	7/1/2023-6/30/2024	Create and submit to fiscal agent for approval an annual budget for supporting a local early childhood system and infrastructure to improve and coordinate early childhood services	<ul style="list-style-type: none">Document and submit annual budgetary changesDocument and submit date of budget approval by fiscalDocument and submit date budget was submitted to CDECDocument and submit date budget approved by CDEC	Personnel & Supplies



Roots and Wings for Children Prowers County Early Childhood Council ~ Systems Building Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #5		Support a local early childhood system and infrastructure to improve and coordinate early childhood services			
Key Activity A: Participate in State Meetings					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Attend State Meetings monthly to support local early childhood system and infrastructure to improve and coordinate early childhood services	7/1/2023-6/30/2024	Attend and participate in monthly ECCLA meetings and any other required meetings. Share the outcomes of meetings with Council.	<ul style="list-style-type: none">Share meeting information with local councilEncourage other council members to participate in State meetings	Council Director or designee(s) named by Council Director	Personnel & Supplies

SCHEDULE/MILESTONES

Roots and Wings, Baca and Prowers County Early Childhood Council shall review the strategic plan as needed. That shall serve as the operating principal for the council. The council membership list which includes mandatory partners and respective Memorandum of Understandings shall be submitted to the CDEC as needed or at least annually. Bylaws shall be reviewed and potentially revised as needed.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the CDEC, Child Care Quality Initiatives Unit. The designated program coordinator, Quality Rating and Improvement System (QRIS) Coordinator shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program coordinator shall either sign off on the approval, or reply to the vendor, in writing within a reasonable amount of time, advising what tasks must still be accomplished.



STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI) SUPPORTS

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high-quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high-quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month.
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2023 – September 30, 2024

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.



WORK PLAN

Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #1					
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Level 3-5)					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Identify and outreach to Colorado Shines Quality Level 1 and Level 2 child care providers accepting CCCAP; help programs understand the structure, requirements and benefits associated with Colorado Shines Quality Improvement and the importance of providing high quality services in their programs (L3-5)	7/1/2023-6/30/2024	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of providing high quality services in their programs (L3-5)	<ul style="list-style-type: none"> Capture the number of Level 2 child care programs. Increase number of Level 2 programs to 60% Capture the number of providers who were outreached to and/or received information 	Navigator/Coaches	Personnel
Identify and outreach to child care providers who currently DO NOT accept CCCAP; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with Prowers/Baca DHS staff	7/1/2023-6/30/2024	Child care providers that DO NOT accept CCCAP eligible children shall be provided information about the financial benefits of accepting CCCAP eligible children; connect them with Prowers /Baca DHS staff Encourage providers to achieve Colorado Shines L2	<p>Capture the number of child care programs who sign fiscal agreement with the Department</p> <p>Capture the number of providers who were outreached to and/or received information.</p> <p>Capture the number of providers who submit application for L2.</p>	Navigator/Coaches (in partnership with Prowers/Baca DHS staff) Navigator/Coaches (in partnership with CCR&R and licensing)	Personnel

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Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible Budget Category
Identify and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with Prowers/Baca DHS staff	7/1/2023-6/30/2024	Child care providers who are at a Colorado Shines L3-5 shall sign a fiscal agreement with the Department.	Capture number of quality Level 3-5 child care providers identified that receive information about the financial benefits of accepting CCCAP eligible children. Capture number of quality Level 3-5 providers that sign a fiscal agreement with the Department. Capture number of CCCAP eligible children that receive high-quality child-care services	Coach (in partnership with Prowers/Baca DHS staff) Personnel
Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan				
OUTCOMES, BENCHMARKS, AND MILESTONES				
Outcome statement: #2				
Increase Colorado Shines Quality Improvement System engagement to 60%. *Engagement is defined as Level 2 or higher*				
Key Activity A: Colorado Shines Program Engagement				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible Budget Category
Outreach to potential new Colorado Licensed Child Care providers during trainings or initial meetings to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/23-6/30/24 as new potential providers attend required trainings	Inform potential provider of the Colorado Shines Quality Improvement System	Capture number of potential new providers contacted	Coaches (in partnership with licensing and CCR&R staff) Personnel
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2023-6/30/2024 as new potential providers attend required trainings	Inform Level 1 providers of the Colorado Shines Improvement System	Capture number of Level 1 providers contacted and how	Navigator and coaches (in partnership with licensing and CCR&R staff) Personnel



Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2023-6/30/2024 ongoing as new providers become licensed and show interest	Provide technical assistance to Level 1 providers to register on PDIS and complete Colorado Shines program profile	Capture number of providers requesting assistance Capture number of providers who successfully complete Colorado Shines program profile Capture number of hours of technical assistance provided by type of program	Navigator and coaches	Personnel
Provide opportunities to attend Face-2-Face PDIS trainings	7/1/2023-6/30/2024 ongoing as interest remains	Provide opportunities to attend PDIS Face-2-Face trainings	Capture number of attendees to training Capture number of providers who submit Level 2 application	Coaches	Personnel
Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #3					
Increase the number and percentage of children receiving child are subsidy being served in high quality programs.					
Key Activity A: Children Served in High Quality Programs					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Continue meeting with Prowers/Baca DHS CCCAP staff , Council staff and Council work group chairs	7/1/2023-6/30/2024	Strengthen relationships with county department staff and promote better understanding of each other's challenges, resources, and opportunities to collaborate.	Capture number of meetings and number of attendees Capture changes in families receiving CCCAP and number of children	Council Director or designee(s) named by Council Director	Personnel



COLORADO

Department of Early Childhood

Exhibit A – Amendment #5

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with Prowers/ Baca DHS staff to develop a fiscal agreement for child care subsidy. This includes local school districts who are licensed primarily for Colorado Preschool Program requirements.	7/1/2023-6/30/2024	Support providers to get accurate information and training regarding CCCAP and the billing system	Capture number of providers who sign fiscal agreement with the department. Capture number of children receiving CCCAP assistance who attend these new programs	Council Director or designee(s) named by Council Director	Personnel
Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Colorado Shines Quality Improvement Supports Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #4 & 5	Promote Colorado Shines Quality and Improvement System and the Colorado Early Learning and Development Guidelines at least once per month				
Key Activity A: Promotion of Colorado Shines Quality Improvement System & Early Learning and Development Guidelines					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website/social media	7/1/2023-6/30/2024	Colorado Shines Quality Improvement System & Early Learning and Development Guidelines.	Capture number of visitors to the website Capture the number of shares/likes on social media	Council Director or designee(s) named by Council Director	Personnel
Newsletter	7/1/2023-6/30/2024	Colorado Shines Quality Improvement information is included in the quarterly newsletter Early Learning and Development tips are included in the quarterly newsletter	Capture number of newsletters distributed	Council Director or designee(s) named by Council Director	Personnel
Marketing materials	7/1/2023-6/30/2024	Colorado Shines & Early Learning and Development web addresses shall be included on marketing materials	Capture number of materials distributed Capture number of Early Learning and Development Guideline books distributed and where	Council Director or designee(s) named by Council Director	Personnel & Supplies
Bulletin Boards/Display cases	7/1/2023-6/30/2024	Colorado Shines Quality Improvement System & Early Learning and Development Guidelines information is incorporated in display	Capture number of months displays contain information	Council Director or designee(s) named by Council Director	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	7/1/24-9/30/24	See above	See above	See above	

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Level 3-5)	7/1/2023-6/30/2024	<ul style="list-style-type: none"> Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of providing high quality services in their programs (L3-5) Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	7/1/2023-6/30/2024	<ul style="list-style-type: none"> Inform potential providers of the Colorado Shines Quality Improvement System Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities Provide technical assistance to Level 1 providers to register on PDIS and complete Colorado Shines program profile and submit application for Level 2 Provide opportunities to attend PDIS Face-2-Face trainings and submit application for Level 2
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	7/1/2023-6/30/2024	<ul style="list-style-type: none"> Strengthen the relationship with county department staff and promote better understanding of each other's challenges, resources and opportunities to collaborate Support providers to get accurate information and training regarding CCCAP and the billing system



Measurement	Schedule	Deliverables
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	7/1/2023-6/30/2024	<ul style="list-style-type: none">Colorado Shines Quality Improvement System & Early Learning and Development Guidelines information is published on the Pueblo Community College website, the Council website and social mediaColorado Shines Quality Improvement information is included in the quarterly newsletterEarly Learning and Development tips are included in the quarterly newsletterColorado Shines & Early Learning and Development web addresses shall be included on marketing materialsColorado Shines Quality Improvement System & Early Learning and Development Guidelines information is incorporated in display

WORK PLAN

Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Availability of Care Fund (ACF)					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #1					
Key Activity A: Carry out the following tasks related to support of the Enhancing CCR&R Data Collection Project					
Task	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1. Work with CCR&R coordinator and continue outreach	July 2023-June 30, 2024	Availability of person assigned to complete requirements set by CDEC.	Completion of requirements set forth for CDEC as it relates to Availability of Care.	Council Coordinator, Council Members	Personnel



Task	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1. provide training and technical assistance to councils on data collection best practices to collect information on provider slot openings, including supporting providers in running reports from their child care management information system, if any, and on collecting information around provider strengths in supporting special populations;	July 1, 2023-June 30, 2024	Availability of person assigned to complete requirements set by CDEC.	Completion of requirements set forth for CDEC as it relates to Availability of Care.	Council Coordinator, Council Members	Personnel
2. work with the CDEC staff overseeing the projects and CDEC Salesforce experts to develop a process that allows each council to report slot openings and provider expertise into the statewide CCR&R system					
3. work with the CDEC staff overseeing the projects, Mile High United Way and the sixteen contracted CCR&Rs to ensure councils and the statewide child care referral system work together to provide accurate, timely information to connect families to available care while avoiding duplication of effort;					
4. provide technical assistance to Councils on supporting providers through real-time supply and demand data system changes that may result from the new Department of Early Childhood transition planning process;					
5. develop recommendations for how statewide systems could improve to better support the connection of families to real-time slot availability;	July 1, 2023-June 30, 2024	Availability of person assigned to complete requirements set by CDEC.		Council Director, CCR&R coordinator and FCCH Navigator, all members	Personnel & Supplies
Roots and Wings for Children Baca and Prowers Counties Early Childhood Council ~ Family Child Care Navigator (FCCH) Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #1					
Promote Family Child Care Navigator program to increase capacity of homes to provide care for children.					
Key Activity A: Carry out the following tasks related to support of the Family Child Care Home Navigators Project:					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1. Hire an individual to be the Family Child Care Navigator Coordinator .	July 1, 2023-June 30, 2024	Staff to complete the requirements set by CDEC.	Staff to complete the requirements set by CDEC.	Council Coordinator, Council Members	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1. Compile training, resources and guidance needed for a network of navigators across the state, in collaboration with others managing complementary work (i.e. family child care home pre-licensing content developers; licensing bonus outreach staff; etc.) 2. Offer ongoing technical assistance and training opportunities, including around equity, diversity and inclusion, and lead a community of practice for Family Child Care Home Navigators; 3. Develop cross-agency partnerships, such as with HCPF for health care coverage options 4. Elevate systemic concerns related to the well-being and sustainability of the family child care home population in Colorado via ongoing communication with the CDEC, including any issues inhibiting family child care home providers from accepting the Colorado Child Care Assistance Program (CCCAP); Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	July 1, 2023-June 30, 2024	1. Training resources 2. Shall appear different regarding needs of the community and providers. 3. Options for Health Care 4. Ongoing community discussions.	More Family Home Providers to care for children	FCHH coordinator, Council Coordinator, All members.	Personnel and supplies.
	7/1/2024-9/30/2024	Activities conducted	# of activities conducted under this task	FCHH coordinator, Council Coordinator, All members.	Personnel and supplies.

ACCEPTANCE CRITERIA

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



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

Contractor Name	Prowers County Department of Human Services (Fiscal Agent For: Roots and Wings for Children; Baca and Prowers Early Childhood Council)
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

Program Contact Name and Title Phone Email	Courtney Holt-Rogers 719-336-7486x105 cholt@prowerscounty.net
Fiscal Contact Name and Title Phone Email	Lisa McCullough, CFO 719-336-3696 lmccullough@prowerscounty.net

Expenditure Categories										
Personnel Services - Salaried Employees										SFY 2024
Position Title	Description of Work and Fringe Benefits Include: CCOERA, Vision Insurance, Life Insurance, paid vacation and sick days.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Council Coordinator	Oversight of program, Attend meetings as necessary, submittal of funding expenditures, report writing, Funding Allocation, Billing, Data Collection and Dissemination.	\$66,703	\$8,111	12	25%	\$ 11,222	\$ 7,481	\$ 5,985	\$ 748	\$ 25,436
Accounting support staff	Processing of payments, providing monthly accounting to PCDHS accountant.	\$40,000	\$5,000	12	11%	\$ 2,250	\$ 2,700	\$ 2,250	\$ 450	\$ 7,650
Total Personnel Services (including fringe benefits)						\$ 13,472	\$ 10,181	\$ 8,235	\$ 1,198	\$ 33,086
Contractors/Consultants (payments to third parties or entities)										SFY 2024
Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC				
Council outreach- Cornerstone Family Resource Center	Assistance and oversight of program for Prowers and Baca-attend meetings, support for programs, recruitment of home providers.	\$ 1,500	\$ 2,500	\$ 1,000	\$ 16,836	\$ 21,836				
QI Navigator, resource and referral	Outreach to programs to introduce and encourage program participation and incentives	\$ 2,235	\$ 2,000	\$ 24,000	\$ -	\$ 28,235				
Coaching/Resource and referral	Coaching programs to achieve the next quality level	\$ 3,500	\$ 5,000	\$ 6,557	\$ -	\$ 15,057				
Total Contractors/Consultants						\$ 7,235	\$ 9,500	\$ 31,557	\$ 16,836	\$ 65,128
Travel										SFY 2024
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC				
Travel Reimbursement	Average mileage for coaching visits 400 miles (RT)	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 3,000				
Hotel	Hotel costs for meetings up to 10 nights	\$ 900	\$ -	\$ 1,100	\$ -	\$ 2,000				
Meals/Perdiem	Per diem up to 10 days	\$ 414	\$ -	\$ 276	\$ -	\$ 690				
Total Travel						\$ 1,314	\$ 1,500	\$ 2,876	\$ -	\$ 5,690
Supplies & Operating Expenses										SFY 2024
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC				
General office supplies	General office supplies	\$ 3,500	\$ 2,000	\$ 2,000	\$ -	\$ 7,500				
Marketing Materials	Marketing materials, printed materials used for recruitment	\$ 2,000	\$ 3,000	\$ 2,015	\$ 2,985	\$ 10,000				
Website	Website	\$ 200	\$ 200	\$ 200	\$ 200	\$ 800				
Cell phone/ipad	cell phone/ipad @100 per month	\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200				
Memberships	ECCLA/Econnect	\$ 1,550	\$ -	\$ -	\$ -	\$ 1,550				
Materials	Materials needed to enhance quality	\$ 91	\$ 5,569	\$ 4,000	\$ 920	\$ 10,580				
Total Supplies & Operating Expenses						\$ 8,541	\$ 10,769	\$ 8,215	\$ 4,105	\$ 31,630

Items that cannot be included in Modified Total Direct Costs (MTDC)						
Items listed in this section should not be included in other sections						
						SFY 2024
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Scholarships	Scholarships for higher education to providers	\$ 3,500	\$ 3,500	\$ -	\$ 2,000	\$ 9,000
Participant Support Costs	Stipends shall be provided to providers for completion of college courses, incentives for continuing care and continuing education, support for child care during continuing education hours, assistance for travel expenses to trainings, and any other opportunities to assist providers (Example: incentives, child care, gift cards, etc.)	\$ 2,500	\$ 4,656	\$ 5,000	\$ 3,802	\$ 15,958
Total Items that cannot be included in MTDC		\$ 6,000	\$ 8,156	\$ 5,000	\$ 5,802	\$24,958
TOTAL DIRECT COSTS		\$ 36,562	\$ 40,106	\$ 55,883	\$ 27,941	\$ 160,492
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 30,306	\$ 31,721	\$ 48,133	\$ 22,139	\$ 132,299
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.						
Indirect Costs						SFY 2024
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						Total Amount Requested from CDEC
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	
	No costs shall be reimbursed by CDEC for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 36,562				
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)			\$ 40,106			
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)				\$ 55,883		
TOTAL FCCH Navigator					\$ 27,941	
TOTAL AMOUNT REQUESTED FROM CDEC						\$ 160,492
PERCENTAGE OF BUDGET BY PROJECT						SFY 2024
		ECSB	CSQI	CCR&R	FCCH Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT		23%	25%	35%	17%	100%

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



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

Contractor Name	Prowers County Department of Human Services (Fiscal Agent For: Roots and Wings for Children; Baca and Prowers Early Childhood Council)
Budget Period	July 1, 2024 - September 30, 2024
Project Name	Early Childhood Council Availability of Care (AOC) Family Child Care Home Navigator (FCCH)

Program Contact Name and Title Phone Email	Courtney Holt-Rogers 719-336-7486x105 cholt@prowerscounty.net
Fiscal Contact Name and Title Phone Email	Lisa McCullough, CFO 719-336-3696 lmccullough@prowerscounty.net

Expenditure Categories								
Personnel Services - Salaried Employees								SFY 2025
Position Title	Description of Work and Fringe Benefits Include: CCOERA, Vision Insurance, Life Insurance, paid vacation and sick days.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Council Coordinator	Oversight of program, Attend meetings as necessary, submittal of funding expenditures, report writing. Funding Allocation, Billing, Data Collection and Dissemination.	\$66,703	\$8,111	12	3%	\$ 1,496	\$ 748	\$ 2,244
Accounting support staff	Processing of payments, providing monthly accounting to PCDHS accountant.	\$40,000	\$5,000	12	2%	\$ 450	\$ 450	\$ 900
Total Personnel Services (including fringe benefits)						\$ 1,946	\$ 1,198	\$ 3,144
Contractors/Consultants (payments to third parties or entities)								SFY 2025
Name	Description of Item	CCR&R		FCCH Navigator		Total Amount Requested from CDEC		
No costs shall be reimbursed by CDEC for this category.		\$ -	\$ -	\$ -	\$ -	\$ -		
Total Contractors/Consultants		\$ -	\$ -	\$ -	\$ -	\$ -		
Travel								SFY 2025
Item	Description of Item	CCR&R		Navigator		Requested from		
No costs shall be reimbursed by CDEC for this category.		\$ -	\$ -	\$ -	\$ -	\$ -		
Total Travel		\$ -	\$ -	\$ -	\$ -	\$ -		
Supplies & Operating Expenses								SFY 2025
Item	Description of Item	CCR&R		Navigator		Requested from		
Materials	Materials needed to enhance quality and retain providers	\$ 12,025	\$ 5,787	\$ 17,812	\$ 17,812	\$ 17,812		
Total Supplies & Operating Expenses		\$ 12,025	\$ 5,787	\$ 17,812	\$ 17,812	\$ 17,812		
Items that cannot be included in Modified Total Direct Costs (MTDC) Items listed in this section should not be included in other sections								SFY 2025
Item	Description of Item	CCR&R		Navigator		Requested from		
No costs shall be reimbursed by CDEC for this category.		\$ -	\$ -	\$ -	\$ -	\$ -		
Total Items that cannot be included in MTDC		\$ -	\$ -	\$ -	\$ -	\$ 0		
TOTAL DIRECT COSTS		\$ 13,971	\$ 6,985	\$ 20,956	\$ 20,956	\$ 20,956		
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 13,971	\$ 6,985	\$ 20,956	\$ 20,956	\$ 20,956		
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.								
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]								SFY 2025
Item	Description of Item	CCR&R		Navigator		Requested from		
No costs shall be reimbursed by CDEC for this category.		\$ -	\$ -	\$ -	\$ -	\$ -		
Total Indirect		\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL AVAILABILITY OF CARE (AOC)		\$ 13,971	\$ 6,985	\$ 20,956	\$ 20,956	\$ 20,956		
TOTAL FCCH Navigator		\$ 6,985	\$ 6,985	\$ 20,956	\$ 20,956	\$ 20,956		
TOTAL AMOUNT REQUESTED FROM CDEC		\$ 6,985	\$ 6,985	\$ 20,956	\$ 20,956	\$ 20,956		
PERCENTAGE OF BUDGET BY PROJECT								SFY 2025
		CCR&R	Navigator	Total Percentage				
PERCENTAGE OF BUDGET BY PROJECT		67%	33%	100%				

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.



A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
 - a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
 - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is



guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

- c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
- d) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

- a) \$4,700 per EQIT Course;
- b) \$300 per EQIT Course to support data and reporting; and
- c) \$100 per hour for EQ RELATE and LENA Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

3. PROGRAM INCOME

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
 - a) The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.



13. GIFT CARDS

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

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



EXHIBIT G – Amendment #5 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Prowers County Department of Human Services;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6;**
- iii. The Federal Award Identification Number (FAIN) is
 - **CCDF Discretionary - 2302COCCDD;**
 - **ARP Discretionary – 2101COCDC6;**
 - **ARP Stabilization – 2101COCSC6;**
 - **CRRSA - 2101COCCCC5;**
 - **PDG – 90TP0054;**
- iv. The Federal award date is
 - **CCDF Discretionary – 10/28/2022;**
 - **ARP Discretionary – 4/14/2021; ARP Stabilization – 04/14/2021;**
 - **CRRSA – 2/01/2021;**
 - **PDG – 12/27/2019;**
- v. The subaward period of performance start date is
 - **CCDF Discretionary – 10/01/2021;**
 - **ARP Discretionary – 10/01/2020;**
 - **ARP Stabilization – 10/01/2020;**
 - **CRRSA – 12/27/2020;**
 - **PDG – 12/31/2019;**and end date is:
 - **CCDF Discretionary – 09/30/2025;**
 - **ARP Discretionary – 09/30/2024;**
 - **ARP Stabilization – 09/30/2023;**
 - **CRRSA – 09/30/2023;**
 - **PDG – 12/30/2023;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
SFY24	SFY24 CCDF Discretionary – \$44,058.40; ARP Discretionary – \$86,448; ARP Stabilization - \$0*; CRRSA – \$0*; PDG - \$0*	SFY24 CCDF Discretionary – \$44,058.40; ARP Discretionary – \$86,448; ARP Stabilization - \$0*; CRRSA – \$0*; PDG - \$0*	SFY24 CCDF Discretionary – \$44,058.40; ARP Discretionary – \$86,448; ARP Stabilization - \$0*; CRRSA – \$0*; PDG - \$0*
SFY25	SFY25 ARP Discretionary - \$20,956	*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$5,273,079 (CCDF Discretionary = \$4,307,739; ARP Stabilization = \$715,000; CRRSA = \$232,000; PDG = \$18,340) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. SFY25 ARP Discretionary - \$20,956	SFY25 ARP Discretionary - \$20,956

vii. Federal award project description:

- CCDF Discretionary – Child Care and Development Fund;
- ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund;
- ARP Stabilization - Child Care Stabilization Funds, American Rescue Plan Act, Child Care and Developmental Fund;
- CRRSA – Coronavirus Response and Relief Supplemental Act (CRRSA), Child Care Development Block Grant;
- PDG - Colorado Preschool Development Grant;

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early

Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is
- **CCDF Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$14,220,255;**
 - **ARP Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$178,553,758;**
 - **ARP Stabilization – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$286,156,175;**
 - **CRRSA – CFDA 93.575**, name is **Coronavirus Response and Relief Supplemental Act**, and dollar amount is **\$119,294,226;**
 - **PDG – CFDA 93.434**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$26,056,722;**
- x. This award is **not** for research & development;
- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the **General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions..**
- 4) Subrecipient's approved indirect cost rate is the **CDEC negotiated rate of 0%.**
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and the **General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions..**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

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

- i. ☒ Subrecipient is not required to provide matching funds.

- ii. ☐ Subrecipient shall provide matching funds as stated in N/A. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient

shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award *does not* include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

- 1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 10.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 10.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 05/22/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: June 30

Item Title/Recommended Board Action:

Consider approval of Master Task Order Contract No. 23 FAA 00042, Task Order No. 2024*0447 for Prowers County Public Health to provide environmental health services, effective 7-1-2023 to 6-30-2028, funding in the amount of \$30,000 and Authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: This is annual Environmental Health funding from CDPHE.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

TASK ORDER

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
Master Task Order Contract Number 23 FAA 00042 Task Order Number 2024*0447	Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023
Task Order Maximum Amount Initial Term State Fiscal Year 2024 \$30,000.00 Total for All State Fiscal Years \$30,000.00	Task Order Expiration Date June 30, 2028 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: Quarterly Funding Source: State \$ 30,000.00	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): N/A Procurement Method: Other Solicitation Number (if any): Enter Solicitation #
State Representative Sean Scott Deputy Director Division of Environmental Health and Environment Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Sean.scott@state.co.us	Contractor Representative Meagan Hillman 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 B Statement of Work Exhibit C Budget	
Contract Purpose To provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by CDPHE for retail food establishments, child care facilities and schools.	

In accordance with §4.B of the Master 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 Master 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 Master 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, 2023**, 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	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
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--

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2024*0447

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. This project will inspect and assure regulatory compliance in retail food establishments, child care facilities and schools. The activities and deliverables for this project cannot be delegated by the Contractor to third party(ies), i.e. subcontracted, without written approval from the State.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.	
Objective #1: No later than the expiration date of this contract, the Contractor shall provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall conduct on-site routine inspections of each retail food establishment at a frequency determined by a risk-based methodology approved by the State or twice per year and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. <ol style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The Contractor shall conduct interventions and re-inspections for those retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the

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	<p>activity was completed. Follow-up inspections for facility inspections that do not result in a point accumulation requiring a re-inspection should not be performed absent a methodology approved by the State or under extenuating circumstances.</p> <p>a. The Contractor shall have a system for tracking all re-inspections that are required to maintain timely completion of all required re-inspections.</p> <p>3. The Contractor shall record licensing, inspection, intervention, violation, violation pervasiveness, and compliance data using the State's digital database or the Contractor's digital database as approved in writing by the State.</p> <p>4. The Contractor shall complete progress reports when requested by the State.</p> <p>5. The Contractor shall complete an electronic data transfer report each month or upon request by the State, if not using the State's digital database.</p>
Primary Activity #2	The Contractor shall uniformly implement and administer the <i>Food Protection Act</i> .
Sub-Activities #2	<p>1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or approved Contractor-specific data system(s), and remit \$43.00 of the applicable licensing fee to DEHS on a monthly basis. Format, wording and content included in Contractor invoices for license fees shall be provided by the State's digital database or must be approved by DEHS.</p> <p>2. The Contractor shall respond to any plans and specifications or HACCP plans submitted by retail food establishments within 14 days.</p> <p>a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks.</p> <p>b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments.</p> <p>c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected.</p> <p>3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing.</p> <p>4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE.</p> <p>5. The Contractor may enroll and maintain progress in FDA's VNRFPS as staffing resources allow.</p> <p>6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s).</p> <p>7. The Contractor shall participate in the State's data standardization efforts.</p>
Primary Activity #3	The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.
Sub-Activities #3	<p>1. The Contractor shall inspect each licensed child care facility once every two years, or utilize the CDPHE Child Care risk-based inspection frequency methodology, or on a risk-based inspection frequency approved by the State and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed.</p> <p>a. The Contractor shall inspect guest child care and public services short-term child care, if operating in their jurisdiction, annually.</p>

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	<ul style="list-style-type: none"> b. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. c. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. <ul style="list-style-type: none"> 2. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. 3. If required by the agency, the Contractor shall review all plans submitted by child care facilities and provide written response within two weeks of submittal. 4. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall participate in individual and statewide trainings offered by DEHS for the supporting data system and the child care program, per <i>Child Care Inspection Training Standards</i>. These standards are incorporated and made part of this contract by reference.
Primary Activity #4	The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.
Sub-Activities #4	<ul style="list-style-type: none"> 1. The Contractor shall inspect the high risk portions of each school that contains laboratory, industrial, art and/or vocational hazards (high risk only inspection) once per year and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. High risk only inspections shall be conducted in accordance with the <i>DEHS School Inspection Procedures SOP</i>. This document is incorporated and made part of this contract by reference. <ul style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The contractor shall inspect the low risk portions of each school that does not contain laboratory, industrial, art and/or vocational hazards (low risk only inspection) at least once every three years and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. Low risk only inspections shall be conducted in accordance with the <i>DEHS School Inspection Procedures SOP</i>. This document is incorporated and made part of this contract by reference. <ul style="list-style-type: none"> a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 3. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. 4. If required by the agency, the Contractor shall review all plans submitted by schools and provide written response within two weeks of submittal.

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	<ol style="list-style-type: none"> 5. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
Standards and Requirements	<p>Retail Food Standards and Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall comply with the <i>Food Protection Act, C.R.S. 25-4-1601, et.seq.</i> This document is incorporated and made part of this contract by reference. <ol style="list-style-type: none"> a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the governing laws. 2. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the standardization eligibility requirements (including compliance with FDA's VNRFPS Standard 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 3. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm and is incorporated and made part of this contract by reference. 4. Progress in the FDA's VNRFPS will include: <ol style="list-style-type: none"> a. Participation in statewide committees for the development of the State requirements for a particular standard. b. Demonstration of advancement toward compliance with VNRFPS Standard 2 assuring retail food inspectors meet national criteria for appropriate training, education and standardization to adequately perform required inspections and interventions. c. Demonstration of advancement toward compliance with VNRFPS Standard 3 assuring a risk-based inspection focus, the correction of documented deficiencies, applying pervasiveness and statutory enforcement process, and assuring the focus of inspections on the highest risk establishments. d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS. e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS. 5. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). <ol style="list-style-type: none"> a. If extenuating circumstances cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing explaining the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2022 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion) c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities.

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6. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishment inspection. For each retail food violation marked out of compliance (Out), a pervasiveness determination of low, medium, or high shall be assigned.
 - a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database.
7. If the Contractor chooses to communicate retail food inspection results to the public, the Contractor shall use the State-approved methodology.
8. The Contractor shall maintain inspection and compliance records for retail food establishments in the State's digital database, or in the Contractor's State-approved digital database in order for DEHS to determine:
 - a. An accurate and complete inventory of existing retail food establishments;
 - b. The number of inspections and re-inspections conducted;
 - c. The number of inspections that resulted in closure of the inspected facility;
 - d. Completion rates for required inspections and interventions;
 - e. If any inspection reports were altered after issuance at the time of inspection, and the number of any such altered reports;
 - f. Whether the required inspection frequency was met; and
 - g. The number of enforcement actions taken to obtain compliance in retail food establishments.

Child Care and Schools Standards and Requirements

1. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of child care facilities and schools and child care facilities in accordance with Section 5 of 6 CCR 1014-7, *Core Public Health Services*.
 - a. When sufficient appropriations are absent, the Contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.
2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-6, 6 CCR 1010-7, and the *Core Public Health Services regulations*. These documents are incorporated and made part of this contract by reference
 - a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the rules and regulations.
3. The contractor shall ensure compliance with the *Child Care Inspection Training Standards* for employees when conducting inspections in child care facilities.
4. The contractor shall ensure compliance with the *School Inspection Training Standards* for employees conducting inspections in schools.
5. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each child care or school inspection.

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	<ol style="list-style-type: none"> a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database. 6. The Contractor shall maintain adequate inspection and compliance records for child care establishments and schools in a digital database in order for DEHS to determine: <ol style="list-style-type: none"> a. An accurate and complete inventory of existing child care facilities and schools; b. The number of inspections due, past due, and completed; c. The number of non-critical and critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected; d. Completion rates for required inspections; and, e. Whether the required inspection frequency was met. <p>General Standards and Requirements</p> <ol style="list-style-type: none"> 1. DEHS will provide the following report templates to the Contractor: <ol style="list-style-type: none"> a. Progress report template or other reporting method. 2. Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements). 3. The contractor shall actively participate in the planning for, execution of, and responses to comprehensive DEHS program audits of environmental health services provided to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S. 2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.
Measurement of Expected Results	<ol style="list-style-type: none"> 1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed. 2. The number of retail food re-inspections and facility closures required and completed in accordance with state law. 3. Violation rates, by violation (checklist item), for retail food establishment inspections and associated rates of low, medium or high pervasiveness for each violation. 4. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed. 5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.

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	6. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.	
		Completion Date
Deliverables	1. The Contractor shall remit \$43.00 of the applicable retail food licensing fee to DEHS on a monthly basis.	No later than 15 th day of following month
	2. The Contractor shall submit an electronic data transfer each month in accordance with data standardization workgroup protocol (if not using the State's digital database) to the Deputy Director of DEHS, or their designee, via email.	No later than 15 th day of following month
	3. Upon request, the Contractor shall submit an inspection and compliance progress summary (if not using the State's digital database) to the Deputy Director of DEHS, or their designee, via email.	Within 10 days of request

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections 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 **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Deputy Director of DEHS and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

Budget

Agency Name	Total	Quarterly Distribution
Prowers County	\$30,000.00	\$7,500.00

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/13/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/2/2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Contract Amendment 1 to the Substance Use Disorder Services Agreement between the Arkansas Valley County Departments of Social Services and Signal, and authorizing Lanie Meyers-Mireles, Department of Human Services Director, 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:

Additional Approvals (if required):

**SIGNAL BEHAVIORAL HEALTH NETWORK
AMENDMENT 1**

This Amendment (the Amendment) is made to the Substance Use Disorder Services Agreement (the Agreement) previously executed by and between the Arkansas Valley County Departments of Social Services, hereinafter referred to as "SERDSS" (including Baca County, Bent County, Crowley County, Kiowa County, Otero County, and Prowers County) and Signal, hereinafter referred to as "Signal". (the Agency).

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement from June 1, 2022 as follows:

The County Core Services, period of performance shall be for the twelve-month period beginning, June 1, 2023 through May 31, 2024, unless sooner terminated. The Signal Additional Family Service (AFS) period of performance under this Agreement shall be for the twelve-month period beginning July 1, 2023 through June 30, 2024, All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into as of the Effective Date first noted above, notwithstanding actual date of execution.

Approved by:

<hr/> Daniel Darting, Chief Executive Officer SIGNAL	<hr/> Date
<hr/> Jonna Parker, Director BENT COUNTY DEPARTMENT OF SOCIAL SERVICES	<hr/> Date
<hr/> Donna Rohde, Director OTERO COUNTY DEPARTMENT OF SOCIAL SERVICES	<hr/> Date
<hr/> Lanie Meyers-Mireles, Director PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES	<hr/> Date
<hr/> Dennis Pearson, Director KIOWA COUNTY DEPARTMENT OF SOCIAL SERVICES	<hr/> Date
<hr/>	<hr/>

Tonia Burnett, Director
CROWLEY COUNTY DEPARTMENT OF SOCIAL SERVICES/ Fiscal Agent

Date

Shannon Mason, Director
BACA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

**SIGNAL BEHAVIORAL HEALTH NETWORK and
ARKANSAS VALLEY COUNTY DEPARTMENTS OF SOCIAL SERVICES
SUBSTANCE ABUSE TREATMENT SERVICE AGREEMENT – FY 2021/2022
CHILD WELFARE CLIENTS**

This Agreement is between the Arkansas Valley County Departments of Social Services, hereinafter referred to as "SERDSS" (including Baca County, Bent County, Crowley County, Kiowa County, Otero County, and Prowers County) and Signal Behavioral Health Network, hereinafter referred to as "Signal".

WHEREAS, Arkansas Valley County Departments of Social Services requires the services of a substance abuse treatment provider to assist the Counties in delivering substance abuse treatment services to child welfare clients, and Signal is willing and able to provide such services; and

WHEREAS, Signal is a Colorado non-profit corporation organized for the purpose of managing and coordinating high quality, cost efficient, integrated chemical dependency and related behavioral health care services in the State of Colorado.

NOW, THEREFORE, it is mutually agreed as follows:

I. SERVICES:

A. Responsibilities of Signal

1. Signal agrees and desires to participate as the service coordinator for (SERDDS) qualified child welfare clients under the definition set forth in the Child Welfare Lawsuit Settlement Agreement (David Littman vs. State of Colorado).
2. Signal will maintain a high quality of clinical care to clients in a delivery system of limited resources and public funding. Signal shall ensure that the full continuum of care (Outpatient, Intensive Outpatient, Transitional Residential, Intensive Residential, Therapeutic Community, Detoxification or comparable alternatives as mutually agreed upon) shall be available to clients through an agreed upon third party provider.
3. As the service coordinator, Signal shall secure via contract (which shall be provided to SERDSS) a third-party direct service provider ("Provider") for services set forth herein, SERDSS shall be named as a third party beneficiary to said contract. Services provided shall be on a **fee-for-service** basis as set forth herein. Said fees shall be paid (in order of priority) by private insurance, Medicaid or any other available program funding source **before** being paid by AFS or Core funding. Signal shall ensure that the services provided by Provider shall include, but not be limited to, the following:
 - a. Intake/Clinical Assessments (written) with treatment recommendations
 - b. Consultations
 - c. Individual Therapy
 - d. On-going Outpatient Therapy
 - e. Group Therapy
 - f. Case Management for clients entering inpatient treatment and follow-up
 - g. Assist in the coordination of identified mental health services, as needed.

h. Signal will ensure that all referred child welfare clients on a priority basis and complies with the following criteria:

- i. The case is active on Trails
- ii. The case meets the State DHS program category criteria 4, 5, or 6
- iii. The case meets the definition of "imminent risk for out-of-home placement/reunification" set forth by the State of Colorado Department of Human Services.
- iv. That Provider properly bills private insurance, Medicaid, or any other available program funding before billing AFS or Core funding as set forth in paragraph 3 above and any failure to follow said provisions shall result in the denial of payment.

l. Upon accepting a referral, that Provider complies with the following regarding the receipt and processing of child welfare client referrals:

- i. Provider schedules an initial intake within 5 business days of referral and notifies appropriate SERDSS member of the date and time of said appointment. Said intake shall be completed no less than 10 days from the date of the referral
- ii. Provider shall submit a treatment plan to the appropriate SERDSS member for each client seen within 30 days of intake appointment.
- iii. Provider shall notify the appropriate SERDSS member within 4 business days of any urinalysis test performed.
- iv. Provider shall enter monthly progress reports into the Signal data system no later than the 8th day of each month for services rendered

4. Signal will assure that all eligible child welfare clients referred by SERDSS are in need of treatment outside of the above services listed in 3 above will receive such in accordance with ASAM PPC-IIR level of care, as reimbursed by the State of Colorado, Office of Behavioral Health.

5. In the absence of any formal agreement beyond the term of this agreement, Signal agrees to continue providing treatment, under the terms of this agreement including reimbursement rates, for clients that are in treatment or referred by SERDSS for treatment. This is with the further understanding that service delivery and payment are subject to the termination terms mentioned above. Signal reserves the right to suspend services to clients if funding is no longer available. SERDSS acknowledges financial responsibility for all services authorized and performed before the effective date of termination.

6. Signal will provide a monthly billing statement to the SERDSS listing all expenditures by County, as well as the fund balance available for additional services.

7. Signal shall reconcile all treatment providers' claims to AFS funds within current plus 90 days from the date of service delivery. Claims not properly submitted to Signal within this time line will be denied.

B. Responsibilities of SERDSS

1. SERDSS will work cooperatively with Signal and Provider to deliver quality, efficient and cost-effective substance abuse treatment services to SERDSS qualified clients.

2. SERDSS will make every effort to inform Signal and Provider of system issues, developments, and internal complications that may affect Provider's ability to provide services of affect Signal and its role as service coordinator.
3. SERDSS will create all referrals for services and will ensure that they meet the eligibility criteria. It is each of the Counties responsibility to approve/authorize all out of network/out of area referrals. Specifically, SERDSS shall ensure:
 - i. The case is active on Trails
 - ii. The case meets the State DHS program category criteria 4, 5, or 6
 - iii. The case meets the definition of "imminent risk for out-of-home placement/reunification" set forth by the State of Colorado Department of Human Services
4. SERDSS will verify payment modality (Medicaid, private insurance, other program funding or Core Services) in the referral. SERDSS reserves the right to request a change in the payment modality regarding any referred client based on a change in circumstances.
5. SERDSS agrees to provide Signal with the name and contact information of a primary contact person at each county department who will be responsible for interacting with Signal's data system, and act in the capacity as SERDSS administrator for other users of the system.
6. SERDSS will send a TRAILS Remittance Advice and a Signal Remittance Summary (**Exhibit A**), or a mutually-agreed upon alternate format, to Signal within 5 business days of the monthly TRAILS Core Main Payroll date if any portion of payment is denied. Such remittance advice shall detail the reasons for such denial.

II. PERIOD OF PERFORMANCE

Due to different State funding cycles for Core and AFS, the period of performance under this Agreement will overlap. For the County Core Services, the period of performance shall be for the six-month period beginning, **June 1, 2021 through November 30, 2021**, unless sooner terminated. The Signal Additional Family Service (AFS) period of performance under this Agreement shall be for the five-month period beginning **July 1, 2021 through December 31, 2021**, unless sooner terminated. Either party hereto may terminate this Agreement at any time by giving not less than 45 days advance written notice to the other party.

As a condition of continuing to render services under this Agreement, it is understood that Signal will report any limitation or restriction of their license or insurance or the ability to perform the services covered by this Agreement under any condition of impairment.

III. COMPENSATION

- A. SERDSS agrees to contract with Signal for an annual (6/1/21-5/31/22) maximum of **\$58,000** from the SERDSS Core Services Substance Abuse funds that are not Medicaid eligible services. These Core Services funds shall be available for fee-for-services.
- B. Signal agrees to contribute an annual maximum (7/1/21-6/30/22) of **\$47,820** from SSPA 4 Additional Family Services (AFS) OBH Funding towards substance abuse treatment services in accordance with the terms herein. The AFS funding shall be available for fee-for-services.
- C. Included in the fee-for-service rate table below is a 5% administrative fee for Signal to

manage these services.

Any compensation or reimbursement for services provided, paid by Medicaid, private insurance, or other program funding source shall be the maximum amount recovered by Signal or Provider and SERDSS shall not be responsible for any difference in amount set forth in the fee-for-services below.

D. Fee-for Service Rates FY 2021/2022:

Signal, the Counties and the Providers acknowledge and accept that abstinence monitoring services MUST be provided in conjunction with treatment services in order to be reimbursed through Core and/or AFS funds.

Monitoring of client abstinence from alcohol and other drugs, using technologies such as urine analysis, breathalyzers, and the patch, are often useful adjuncts to treatment. Such monitoring may help clinicians and caseworkers to determine whether the client's treatment plan needs to be revised or the intensity of treatment increased or decreased. The decision as to whether abstinence monitoring is a useful part of the client's treatment plan as well as related decisions on the type and frequency of monitoring are best made jointly between the child welfare caseworker and the treating clinician.

The County, Signal and the provider acknowledge that all UA services MUST be physically monitored/observed by an individual in order for payment to be considered.

Signal, in accordance with Federal HIPAA regulations, adopted a standard transaction code set for all treatment services on October 16, 2003, which are subject to change throughout each contract year. Even though this compliance changed the service labels and groupings (shown above), the net amount of the fees associated with those services has not changed.

Service Code	Service Code Description	Unit of Measure	Payor Rate
80100:HF	UA - Ethyl Glucuronide (EtG)	Each	\$ 42.00
80101	UA - 5 Panel	Each	\$ 14.70
80102	UA Confirmation	Each	\$ 35.70
81020	UA - quick cup or redi-cup	Each	\$ 17.85
82055:OF	Oral Fluid Panel	Each	\$ 87.15
82055:SC	UA - Synthetic Cannabinoids (Spice)	Each	\$ 63.00
82075	Breathalyzer	Each	\$ 17.85
83000:ES	Expanded Designer Stimulants - 14 panel	Each	\$ 84.00
84999	Hair Testing	Each	\$ 84.00
90791	Psychiatric Diagnostic Evaluation	15 Minute Session(s)	\$ 68.25

90801:F	Psychiatric Diagnostic Interview Exam follow-up	15 Minute Session(s)	\$ 26.25
99075	DEPRECATED: Medical testimony (travel, wait, prep time)	15 Minute Session(s)	\$ 42.00
B0020	Beacon - Opioid Replacement (Methadone), per month	Month(s)	\$ 462.00
H0002	Evaluation	15 Minute Session(s)	\$ 15.75
H0002:MH	Evaluation: Mental Health Assessment (LPC/LCSW)	15 Minute Session(s)	\$ 47.25
H0003:HF	UA w/ TX	Each	\$ 28.88
H0004	Individual Counseling	15 Minute Session(s)	\$ 15.75
H0004:HE:GT	Individual Counseling w/HE:GT modifier	15 Minute Session(s)	\$ 15.75
H0004:HE:HF:GT	Individual Counseling w/HE:HF:GT modifier	15 Minute Session(s)	\$ 15.75
H0004:HH	Individual Counseling:Co-Occurring	15 Minute Session(s)	\$ 21.00
H0005	Group Counseling	Hour(s)	\$ 23.63
H0005:HE:GT	Group Counseling	Hour(s)	\$ 23.63
H0005:HH	Group Counseling:Co-Occurring	Hour(s)	\$ 29.40
H0006	Case Management	15 Minute Session(s)	\$ -
H0006:HE:GT	Case Management w/HE:GT modifier	15 Minute Session(s)	\$ -
H0006:HE:HF:GT	Case Management w/HE:HF:GT modifier	15 Minute Session(s)	\$ -
H0011	Detox	Day(s)	\$ 157.50
H0018:HB H2036:HF:U5 H2036:HF:U7	Intensive Short-Term Residential:Adult	Day(s)	\$ 252.00
H0018:HC	Intensive Short-Term Residential:Adult Co-occurring	Day(s)	\$ 325.50
H0019 H2036:HF:U1	Transitional Long-Term Residential	Day(s)	\$ 131.25
H0019:HD H2036:HF:U1	Transitional Long-Term Residential:Preg/Parent (NDF)	Day(s)	\$ 157.50
H0020	Opioid Replacement (Methadone), per encounter	Each	\$ 15.39
T1006	Family Counseling	Hour(s)	\$ 36.75
T1006:HH	Family Counseling:Co-Occurring	Hour(s)	\$ 73.50

E. AFS ONLY – SERDSS FY20/21

The following services are available exclusively through AFS funds and must be purchased in conjunction with the residential treatment services described in the fee-for-service schedule above:

AFS (200) Room and Board	S9976:H A	Residential Room and Board: Adolescent, per diem	Day(s))	\$73.5 0
AFS (200) Room and Board	S9976:H B	Residential Room and Board: Adult, per diem	Day(s))	\$73.5 0
AFS (200) Room and Board	S9976:H D	Residential Room and Board: Preg/Parent, per diem	Day(s))	\$73.5 0

IV. CLIENT FEES OR CO-PAYS

Neither Signal nor Provider shall assess a client fee or co-pay to child welfare clients served under this contract, unless the client is required to pay for any positive urine screen as a condition of their Family Service Plan.

V. ATTACHMENTS

Signal and SERDSS agree to adopt herein **Exhibit A** – Signal Remittance Advice; **Exhibit B** – Qualified Service Organization Agreement; **Exhibit C** - Definitions

VI. INDEPENDENT CONTRACTOR

Signal is an independent contractor of SERDSS. Nothing herein shall be interpreted as creating an employer-employee relationship, joint venture, or partnership between SERDSS and Signal or any contracted Provider.

VII. NON-DISCRIMINATION

It is the policy of Signal to provide equal opportunity without discrimination based on race, color, sex, religion, age, sexual orientation, national origin, veteran status, or individual handicap in any aspect of employment, training or services offered. All Signal programs, activities, and services are administered on a non-discriminatory basis subject to the provisions of:

Title VI and VII of the Civil Rights Act of 1964

Executive Order 11246, as amended
Title VII and VIII of the Public Health Services Act
Rehabilitation Act of 1973 (Section 503 and 504)
Equal Pay Act of 1963, as amended
Title IX of the Education Amendments of 1972
Vietnam Era Veteran's Readjustment Assistance Act of 1974
Age Discrimination in Employment Act of 1967
Age Discrimination Act of 1975
Non-Discrimination Laws of the State of Colorado.

VIII. ACCESS TO RECORDS

Signal and SERDSS agree to make available in a timely manner all books, documents, and records pertinent to this contract for the purpose of billing for services, audit, and compliance with requirements and regulations of federal and state agencies and commercial insurance carriers.

Signal further agrees to provide monthly utilization reports for each of the SERDSS directors including expenditures by county for Core and AFS services.

Signal and SERDSS acknowledge that in reviewing, storing, processing, or otherwise dealing with any client records dealing with any client seen by a Signal provider or the on-site substance abuse counselors that it is bound by the confidentiality provisions of 42 CFR Part 2. If necessary, Signal and SERDSS shall resist in judicial proceedings any efforts to obtain access to client records except as permitted by 42 CFR Part 2. SERDSS and Signal shall sign a Qualified Service Organization Agreement in compliance with 42 CFR, Part 2.

IX. OBLIGATIONS

Obligations of SERDSS and Signal are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

X. PROVISIONS

This Agreement may be amended only by written agreement signed by each of the parties hereto. This Agreement shall be binding upon, and shall inure to the benefit of the respective parties hereto and shall not be assigned without the consent of all parties hereto.

XI. NOTICES:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return-receipt requested;

To Signal at:
Daniel Darting, CEO
Signal Behavioral Health Network
6130 Greenwood Plaza Blvd., Suite 150
Greenwood Village, CO 80111

To Bent County at:
Jonna Parker, Director
138 6th Street

Las Animas, CO 81054

To Otero County DSS at:

Donna Rohde, Director
PO Box 494
La Junta, CO 81050

To Prowers County DHS at:

Lanie Meyers-Mireles, Director
PO Box 1157
Lamar, CO 81052

To Kiowa County DSS at:

Dennis Pearson, Director
PO Box 187
Eads, CO 81036

To Crowley County DSS at:

Tonia Burnett, Director
631 Main Street, Suite 100
Ordway, CO 81063

To Baca County DSS at:

Jona Mills, Director
772 Colorado Street, Suite 1
Springfield, CO 81073

XII. DISPUTE RESOLUTION

It is the desire of all parties to resolve disputes at the Signal/County level through shared decision making. The County and Signal shall attempt to resolve all disputes at the lowest level possible within each organization. If the parties fail to reach an agreement, the issue shall be documented and submitted to Signal's Chief Executive Officer and the County Department of Human Services Director (or their designee). Such documentation shall include a statement of the issue(s), position of both parties, and each party's specific request(s). If Signal and the County are unable to resolve the dispute, either party may submit the dispute to the Colorado Department of Human Services, Child Welfare and Alcohol and Drug Abuse Division.

The State shall review all documentation regarding the dispute and provide written findings to the parties. If either party disagrees with the State's findings, the aggrieved party may pursue additional dispute resolution processes as allowed by law. Notwithstanding the above, nothing herein shall be construed to limit either party's right to resolve any dispute in court if mediation/arbitration is unsuccessful. Nothing herein shall be construed as a waiver of any defense or affirmative defense to any claim or rights to attorney's fees.

XIII. MISCELLANEOUS PROVISIONS

A. Headings. The headings of the sections and subsections of this Agreement are inserted solely for ease of reference and shall not in any way affect the meaning or interpretation of this Agreement.

B. Non-Assignment. None of the parties shall have the right to assign the benefits or delegate the obligations in this Agreement without prior written consent of the other

parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal or personal representatives and permitted assigns.

C. Waiver of Breach. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision thereof.

D. Gender and Number. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

E. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

F. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be an original instrument but both of which taken together shall constitute one and the same instrument.

G. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten, with respect to the same subject matter.

H. Hold Harmless. To the extent authorized by law each party shall indemnify, save and hold harmless the other and the Colorado Department of Human Services, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the party's employees, agents, subcontractors, or assignees, or arising out of any dispute between the SERDSS, Signal, Network Providers and the State Department of Human Services in connection with the Agreement.

EXHIBIT B

**SIGNAL BEHAVIORAL HEALTH NETWORK
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

Signal Behavioral Health Network (MSO) and Baca, Bent, Crowley, Kiowa, Otero and Prowers County Departments of Social Services (Counties) hereby enter into a Qualified Service Organization Agreement whereby the MSO agrees to accept and serve Counties' clients substance abuse treatment needs. The Counties agree that Crowley County shall receive all bills from the MSO and act as the billing clearinghouse for all Counties. In light of the relationship between the Counties and the MSO, the Counties require client identifying information and data and information related to the services furnished to the clients. The Counties and MSO will have this relationship from June 1, 2021 - June 30, 2022, thus the QSOA will be in effect during this period of time.

Furthermore, the Counties:

1. acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the MSO about the clients in the MSO's program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and
2. undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR Part 2.

Executed this ____ day of _____, 2021.


Daniel Darting, CEO
Signal Behavioral Health Network

Lanie Meyers-Mireles, Director
Prowers County

Dennis Pearson, Director
Kiowa County

Shannon Mason, Interim Director
Baca County

Jonna Parker, Director
Bent County


Donna Rohde, Director
Otero County

Tonia Burnett, Director
Crowley County-Fiscal Agent

APPROVED BY:

Daniel Darting, Chief Executive Officer
SIGNAL BEHAVIORAL HEALTH NETWORK

Date

Jonna Parker, Director
BENT COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

Donna Rohde, Director
OTERO COUNTY DEPARTMENT OF SOCIAL SERVICES

Date




Lanie Meyers-Mireles, Director
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

6/24/2021
Date

Dennis Pearson, Director
KIOWA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date



Tonia Burnett, Director
CROWLEY COUNTY DEPARTMENT OF SOCIAL SERVICES/ Fiscal Agent

5-28-21
Date

Shannon Mason, Director
BACA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

EXHIBIT B

**SIGNAL BEHAVIORAL HEALTH NETWORK
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

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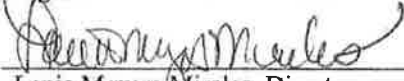
Furthermore, the Counties:

1. acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the MSO about the clients in the MSO's program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and
2. undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR Part 2.

Executed this 25 day of May, 2021.



Daniel Darting, CEO
Signal Behavioral Health Network



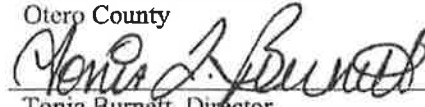
Lanie Meyers-Mireles, Director
Prowers County

Dennis Pearson, Director
Kiowa County

Shannon Mason, Interim Director
Baca County

Jonna Parker, Director
Bent County

Donna Rohde, Director
Otero County



Tonia Burnett, Director
Crowley County-Fiscal Agent

APPROVED BY:



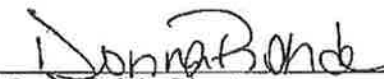
Daniel Darting, Chief Executive Officer
SIGNAL BEHAVIORAL HEALTH NETWORK

6/3/2021

Date

Jonna Parker, Director
BENT COUNTY DEPARTMENT OF SOCIAL SERVICES

Date



Donna Rohde, Director
OTERO COUNTY DEPARTMENT OF SOCIAL SERVICES

5-24-2021

Date

Lanie Meyers-Mireles, Director
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

Date

Dennis Pearson, Director
KIOWA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

Tonia Burnett, Director
CROWLEY COUNTY DEPARTMENT OF SOCIAL SERVICES/ Fiscal Agent

Date

Shannon Mason, Director
BACA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

APPROVED BY:

Daniel Darting, Chief Executive Officer
SIGNAL BEHAVIORAL HEALTH NETWORK

Date

Jonna Parker, Director
BENT COUNTY DEPARTMENT OF SOCIAL SERVICES


Date

Donna Rohde, Director
OTERO COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

Lanie Meyers-Mireles, Director
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

Date



Dennis Pearson, Director
KIOWA COUNTY DEPARTMENT OF SOCIAL SERVICES

5/25/2021
Date

Tonia Burnett, Director
CROWLEY COUNTY DEPARTMENT OF SOCIAL SERVICES/ Fiscal Agent

Date

Shannon Mason, Director
BACA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date

EXHIBIT A

CORE Monthly Remittance Advice for Signal:
Instructions: Please remit this report to Signal each month with your
Trails Remittance Payroll Report.
Mail to: Signal Behavioral Health Network
Attn: Tiffany Scroggins
6130 Greenwood Plaza Blvd. Suite 150
Greenwood Village, CO 80111

County Name: _____
Date of Invoice: _____
Fund Type (i.e.
AFS or Core) _____
Original Amount
of Invoice: _____

****If you are submitting payments from prior month's bills with the current month's payment, please enter "\$0.00" for the "Amount Billed" and then the amount paid in the "Amount Paid" column.**

Denied/Additional Services Report**:							
Sponsor Name	Client Name	I.D. #	Dates of Service	Service Type	Amount Billed	Amount Paid	Reason Denied:
Totals:							

Total Amount Denied Services:	
Total Amount of County Remittance:	

(this amount should equal the amount of the county's EFT)

Have Questions? Signal Tiffany Scroggins, Ph. 720-263-4860
Contacts: Email: tscroggins@signalbhn.org

EXHIBIT B

**SIGNAL BEHAVIORAL HEALTH NETWORK
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

Signal Behavioral Health Network (MSO) and Baca, Bent, Crowley, Kiowa, Otero and Prowers County Departments of Social Services (Counties) hereby enter into a Qualified Service Organization Agreement whereby the MSO agrees to accept and serve Counties' clients substance abuse treatment needs. The Counties agree that Crowley County shall receive all bills from the MSO and act as the billing clearinghouse for all Counties. In light of the relationship between the Counties and the MSO, the Counties require client identifying information and data and information related to the services furnished to the clients. The Counties and MSO will have this relationship from June 1, 2021 - June 30, 2022, thus the QSOA will be in effect during this period of time.

Furthermore, the Counties:

1. acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the MSO about the clients in the MSO's program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and

2. undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR Part 2.

Executed this 26th day of May, 2021.



Daniel Darting, CEO
Signal Behavioral Health Network

6/3/2021

Jonna Parker, Director
Bent County

Lanie Meyers-Mireles, Director
Prowers County



Dennis Pearson, Director
Kiowa County

Donna Rohde, Director
Otero County

Tonia Burnett, Director
Crowley County-Fiscal Agent

Shannon Mason, Interim Director
Baca County

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/13/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/2/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Contract Amendment #5 of 21 IHIA 168429 between Prowers County Department of Human Services and the Colorado Department of Early Childhood for the provision of the Colorado Fatherhood F.I.R.E. grant and authorize the DHS 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!



CONTRACT AMENDMENT #5

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Original Contract Number 21 IHIA 168429
Contractor Prowers County Department of Human Services P.O. Box 1157; 1001 S. Main St. Lamar, CO 81052	Amendment Contract Number 24 QAAA 184344
Current Contract Maximum Amount Initial Term 05/17/2021-09/29/2021 \$108,693	Contract Performance Beginning Date May 17, 2021
Extension Terms 09/30/2021-09/29/2022 \$108,693 09/30/2022-09/29/2023 \$109,923 09/30/2023-09/29/2024 \$123,271 Total for All State Fiscal Years \$450,580	Current Contract Expiration Date September 29, 2024

Signature Page begins on next page →



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.

-- Signature and Cover Pages End --



1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers reentering after incarceration, fathers with a history of involvement in the foster care system, and unemployed fathers. Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers. This amendment shall extend the contract expiration date, increase funds for FFY24 services and amends Exhibits A, B, D, and E.

5. MODIFICATIONS

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

A. Extend the Contract Expiration Date from September 29, 2023, to September 29, 2024.

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

B. Increase the Contract Amount for FFY24 by \$123,271 and Increases the Maximum Amount for All State Fiscal Years from \$327,309 to \$450,580.

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



C. Exhibit A – Statement of Work

Exhibit A – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit D – Additional Provisions

Exhibit D – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit D of the Original Contract.

F. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

**STATEMENT OF WORK (SOW)
COLORADO FATHERHOOD PROGRAM (CFP)**

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
1001 S. MAIN ST. LAMAR, CO 81052**

September 30, 2023 – September 29, 2024

INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC) was recently awarded a \$7.5 million award from the U.S. Department of Health and Human Services as part of the Fatherhood Family-focused, Interconnected, Resilient and Essentials grant (FIRE) grant. The grant shall move to the new Colorado Department of Early Childhood (CDEC) on July 1, 2023. Grant funding shall support up to seven sites throughout Colorado to act as local hubs for fatherhood services. Program sites shall receive extensive training on CFP model and associated training to support local implementation. Fathers participating in the program shall receive family-centered comprehensive case management and connections to community-based services and supports in the key areas of healthy relationships, responsible parenting, economic stability and build social capital in the context of a Strengthening Families approach.

Prowers County Department of Human Services has worked for 10 years to lift the voices of fathers through several pilot programs and initiatives. This began in 2009 with a fatherhood initiative that comprised parenting classes and support for fathers. This included a partnership with the Center on Fathering and we also launched a Watch D.O.G.S. (Dads of Great Students) program within our schools aimed at increasing a father's participation in their children's education by placing fathers within the schools and on the playgrounds to supervise and interact with children.

We entered into discussions with the University of Denver and Mathematic Policy and Research Institute in 2018 related to an upcoming opportunity to engage fathers. Prowers County DHS was ultimately invited to participate in the Engaging Fathers and Paternal Relatives in the Child Welfare System pilot. Being one of two Colorado counties participating and the only rural county within the cohort, we brought a unique perspective on how fathers could be better engaged and served in rural communities. We engaged our judicial system early in this project and were successful in recruiting the 15th Judicial District Guardian ad Litem to participate on our implementation team. Through this project, we focused on expanding our fatherhood services more broadly into the community and worked to engage strategic partners to help us shift the culture in our community to be more supportive of fathers and the critically important role they play in their children's lives.

It is important to note that promoting and supporting fathers from a 2GEN perspective is a focus for our child welfare staff, economic security staff, early childhood staff, and child support services staff, and within this work, we have strategically engaged key partners in our community to help spread this message.

SCOPE OF WORK

Prowers County Department of Human Services expects to accomplish the outlined program goals as listed in the RFP which include:

- Strengthen fathers' well-being and prevent child maltreatment through wrap-around services, including comprehensive case management and connections to community-based services and supports that increase healthy relationships, economic security, and parenting competence, and;
- To build capacity of Prowers County DHS and our key partners to more effectively serve fathers and to improve the well-being of children by increasing the proportion of children growing up with involved, responsible and committed fathers.



PERIOD OF PERFORMANCE

The performance period for this project is 9/30/2023 – 9/29/2024

Disclaimer: Any dates in the statement of work or other exhibits that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

WORK PLAN

Work Plan	
OUTCOMES, BENCHMARKS, AND MILESTONES	
<p>Outcome statement: The well-being of fathers shall be strengthened through wrap-around services, including comprehensive case management and connections to community-based services and supports that increase healthy relationships, economic security, and parenting competence in an effort to prevent child maltreatment.</p> <p>Prowers County DHS shall build capacity and partnerships to more effectively serve fathers to improve the well-being of children by increasing the proportion of children growing up with involved, responsible, and committed fathers.</p> <p>Prowers County Department of Human Services shall provide specialized outreach to fathers with children receiving Medicaid, single parent fathers, noncustodial fathers, military veteran fathers, fathers without a high school diploma, fathers participating in Head Start, fathers re-entering after incarceration, fathers with a history of involvement in the foster care system, child support system, facing the challenges of parenting and unemployed fathers.</p> <p>Data collected from the Fatherhood Satisfaction Survey shall be used to improve ongoing programming and assist to identify needed changes or adjustments.</p>	<p>Fathers involved in this program shall demonstrate greater knowledge on 3 of 5 parenting and child development protective factor items from baseline to follow-up.</p> <p>From baseline to follow-up, the percentage of fathers who indicated a safe, stable, or thriving situation shall increase on the majority of CFSA (Colorado Family Support Assessment) 2.0 domains.</p> <p>75% of fathers participating in the CFP (Colorado Fatherhood Program) shall have an increased score (from baseline to follow up) in the financial health survey from baseline to follow-up.</p> <p>75% of fathers completing the CFP shall demonstrate overall satisfaction in the program and would recommend participation of other fathers.</p> <p>100% of fathers rating high for engaging in domestic abuse on the Domestic Violence Tool shall be referred to local service providers.</p> <p>Two father mentors shall be retained for Prowers County.</p> <p>An Implementation Team comprised of 10 key community stakeholder agencies shall continue to meet each quarter.</p> <p>56 unduplicated fathers shall be enrolled by the end of the grant year (September 30, 2023 through September 29, 2024). Unduplicated enrolled father means a father who has not completed the program services. Fathers may only complete the program officially once.</p>



COLORADO

Department of Early Childhood

Exhibit A – Amendment #5

Key Activity A: Provide robust, comprehensive coordinated case management services to vulnerable fathers.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 Continue the work on our local implementation team to support site in model on fatherhood engagement strategies and to provide local support. Identify fathers who may be interested in enrolling in the Colorado Fatherhood Program	Ongoing September 30, 2023 – September 29, 2024	Identify and outreach community programming/partners that ensures achievement of 56 unduplicated enrollment of fathers via in person, phone, mail or other strategies identified by local implementation support mail to attempt to engage them Program.	Document outreach and engagement attempts to recruit fathers to participate. Group recruitment strategies shall be documented in Continuous Quality Improvement documents as requested by CDEC.	Fatherhood Advocate	Personnel Services Contracts/Consultants
A.2 Fathers shall voluntarily enroll in the CFP program demonstrated by completing pre-instrumentation tools Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening.	Ongoing September 30, 2023 – September 29, 2024	A minimum of 56 unduplicated fathers shall enroll in CFP services.	100% of fathers who agree to participate in CFP shall complete the Intake, CFSA 2.0, Goal Setting Worksheet, and Domestic Violence Screening Questions.	Fatherhood Advocate	Personnel Services Contracts/Consultants
A.3 Conduct timely follow-ups with all individuals who complete the CFSA 2.0, in order to track progress toward goals.	Ongoing September 30, 2023 – September 29, 2024	Complete an in-person follow-up for 100% of individuals who complete a CFSA 2.0, within 31-90 days of the CFSA, and every 31-90 days thereafter as needed.	All follow-ups shall be entered in Salesforce data system including activities and CFSA 2.0	Fatherhood Advocate	Personnel Services
A.4 Resources provided to assist the family in achieving identified goals.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood advocate shall discuss goals and identify with the family resources needed to support goal attainment.	100% of resource referrals shall be documented in nFORM system within 48 business hours of completion. This includes internal and external referrals.	Fatherhood Advocate	Personnel Services Supplies and Operating
A.5 Strengthening Families Protective Factors are integrated throughout all CFP services offered.	Ongoing September 30, 2023 – September 29, 2024	All CFP Fatherhood advocates shall complete Protective Factors Training.	CFP Fatherhood advocate shall receive a Strengthening Families Protective Factors certificate of completion that shall be maintained in employee personnel file.	Fatherhood Advocate	Personnel Services Training and Technical Assistance
A.6 Enrolled fathers shall complete the suite of services.	Ongoing for the entire grant period.	60% of enrolled fathers shall complete the full program and suite of services.	Data entry into nFORM and Salesforce and recruitment and referral forms submitted to the evaluation.	Fatherhood Advocate	Personnel Services



Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being and peer leadership.				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible Budget Category
B.1 Identify fathers who may benefit from resource connection to healthy marriage activities	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall administer the Domestic Violence Screening tool with 100% of fathers. Staff members shall provide connection to resources such as referrals and resources to counseling, mentoring and mediation programs to 100% of enrolled fathers, as needed.	Entered in nFORM.	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants Personnel Services
B.2 Fatherhood advocate shall work with fathers around financial well-being.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall identify fathers who may benefit from economic well-being resources and activities. Implement financial well-being to fathers through resources provided under Financial Health Institute's Financial Health Integrated Learning program subscription and provide fathers with financial health education.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor Personnel Services
B.3 Contribute to the evaluation of the NDAP pilot and help the department determine adjustments to NDAP.	Ongoing for the entire grant period.	Take part in meetings with department and evaluation staff to provide feedback on adjusting NDAP.	Attendance of staff at required meetings.	Fatherhood Advocate Personnel Services
B.4 Identify and engage fathers in the NDAP curriculum or revised version of the curriculum.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) shall facilitate the fatherhood curriculum course.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor Personnel Services, Supplies & Operating, Training and Technical Assistance

Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being and peer leadership.				
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible
B.5 Fatherhood advocate shall assess fathers' support needed related to workforce development needs.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood Advocate shall include linking participants to workforce centers and training programs. FA shall provide fathers with referrals and conduct follow-up to assist participants in accessing career counseling, assessments, job search/employment programs, and training. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
B.6 Fatherhood advocate shall assess fathers' support needed related to child support services.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood Advocate shall provide fathers with information related to understanding and negotiating the child support enforcement system	Entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor, Child Support Services Staff, CO-PEP Staff
B.7 Fatherhood advocate shall engage fathers who have successfully completed the CFP to participate in leadership and peer networking opportunities.	Ongoing September 30, 2023 – September 29, 2024	When appropriate refer fathers who have to completed the suite of services at a Fatherhood site to participate the CFP Steering Committee that can serve as motivation.	Referral to CFP Project Manager and entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor
B.8 Recruit 2 Father Mentors to participate in NDAP and/or attend Circle of Parents and/or Circle of Fathers meetings to support father.	Ongoing September 30, 2023 – September 29, 2024	Documented attendance of the father mentors at the meetings or facilitated contract services.	Documented attendance and notation of participation in nForm.	Fatherhood Advocate Child Support Services Staff, Child Welfare Staff, Colorado Works Staff, Child Care Assistance Program Staff, The Cornerstone Resource Center Staff, Collaborative Management Program participants

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.9 Engage enrolled fathers in at least 8 service contact hours.	Ongoing for the entire grant period.	At least 60% of enrolled fathers shall be served by at least 8 contact service hours by staff or referral services staff. Contacts include but are not limited to parenting, housing/rent assistance, legal assistance, employment resources, financial counseling, other education, and childcare assistance.	Data shall be entered in a timely manner into nFORM and, upon request, reported to department staff.	Fatherhood Advocate	Personnel Services,
B.10 Provide social capital building activities to build a family strengthening network and community of support.	Ongoing for the entire grant period.	Offer at least 8 social capital building events/activities during the grant period. Activities include but are not limited to movie nights, meals before classes, game nights, karaoke, and sports games.	Participation shall be tracked using attendance logs and nFORM as appropriate.	Fatherhood Advocate	Personnel Services
B.10 Refer enrolled fathers to services.	Ongoing for the entire grant period.	Refer enrolled fathers to at least 3 services. 60% of enrolled fathers shall receive at least 3 referrals. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.11 Circle of Fathers.	Ongoing.	Coordinate a Circle of Fathers group with Illuminate Colorado and refer fathers who are enrolled, who are potential enrollees, or who have completed the Colorado Fatherhood Program.	Establish and follow MOU with Illuminate Colorado.	Fatherhood staff	Personnel Services
Key Activity C: Engage in continuous quality improvement processes to ensure quality practice.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Attend relevant professional development opportunities, offered through CFP and/or other local capacity-building organizations.	Ongoing September 30, 2023 – September 29, 2024	Staff member(s) administering CFP services shall participate in all required trainings as outlined in the RFP.	All professional development trainings and/or peer-networking opportunities attended shall be reported to CDEC upon request.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance
C.2 Fatherhood advocate shall increase knowledge of financial well-being for families.	Ongoing September 30, 2023 – September 29, 2024	All Fatherhood advocates shall complete training on Frameworks in Financial Health learning curriculum provided by Financial Health Institute.	Fatherhood advocate shall receive certificate of completion.	Fatherhood Advocate	Personnel Services Supplies and Operating Expenses

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.3 Track mid- and long-term outcomes of individuals receiving comprehensive case management services	Ongoing September 30, 2023 – September 29, 2024	After six months and one year, conduct a follow up phone call with 100% of individuals who completed a CFSA 2.0 during the grant period, noting progress toward stability in family well-being indicators and around family goals.	Follow-ups and information gleaned from them shall be recorded in Salesforce.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.4 Monitor program participation with CFP site services.	Ongoing September 30, 2023 – September 29, 2024	Administer Entrance and Characteristic Surveys with 100% of enrolled fathers, and the Exit Survey with 100% of fathers who complete all the program.	Results from surveys shall be entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.5 Invoices	Ongoing September 30, 2023 – September 29, 2024	Invoices submitted on a monthly basis to CDEC.	Contractor shall submit all invoices by the 20th day of each month. Final billing must be submitted by the July 3rd.	Business Office & Accountant	Personnel Services & Contractors
C.6 Submit programmatic progress reports to CDEC and enter required data into the nFORM system.	Ongoing September 30, 2023 – September 29, 2024	Reports and data shall be submitted to CDEC and nFORM in a timely fashion and include all requested information.	Reports shall be submitted and data entered in a timely fashion and include all requested information.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services
C.7 In delivery of the service model there are several required trainings that must be completed prior to serving fathers.	Ongoing September 30, 2023 – September 29, 2024	Staff shall complete all required training. This <i>includes but may not be limited to</i> training in the fatherhood program curriculum, nFORM data system, CFSA 2.0, Financial Health, Domestic Violence, Protective Factors, Case Management, and Salesforce. Contractors and mentors may not need to complete all trainings and shall be evaluated on a case by case basis, as needed.	All training shall be completed and, upon request, be reported to CDEC.	Fatherhood Advocate, Special Programs Supervisor, Father Mentors	Personnel Services, Supplies & Operating, Training and Technical Assistance

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.8 Evaluation of the CFP.	Ongoing September 30, 2023 – September 29, 2024	Fatherhood sites are required to collaborate with the state evaluator on evaluation metrics including referring fathers to the evaluation, data collection, CQI, and any requirements set forth by the co-principal investigators.	Fatherhood site shall ensure appointments with evaluation team are kept or rescheduled if needed. All implementation and evaluation guidance shall be implemented as needed. 50% of all enrolled fathers shall be referred to the evaluation. 100% of enrolled fathers who complete the program shall be referred to the evaluation.	Fatherhood Advocate, Special Programs Supervisor, DHS Director	Personnel Services, Travel, Training and Technical Assistance
C.9 Fatherhood Social Media Campaign (one in April, one in June).	Ongoing September 30, 2023 – September 29, 2024	Videos shall be uploaded and shared among social media sites to promote responsible fatherhood.	Videos shall be collected from the community. Agency partners shall also share videos on their social media.	Fatherhood Advocate, DHS agency staff, Special Programs Supervisor, DHS Director	Personnel Services
C.9 Attend required meetings.	Ongoing. September 30, 2023 to September 29, 2024.	Site staff shall attend any required CDEC meetings including but not limited to monthly whole-group meetings, community of proactive monthly meetings, and conferences.	Attendance reported to CDEC upon request.	Fatherhood program staff	Personnel
C.10 Incentive Policy.	Ongoing. September 30, 2023 to September 29, 2024.	Site must have an incentive policy established and have a plan in place to distribute incentives to enrolled fathers to maximize program completion.	Report policy and plan to CDEC upon request.	Fatherhood program staff	Personnel

SCHEDULE/MILESTONES:

- Father Advocate shall be retained throughout FFY 2023-2024.
- All required trainings shall be completed as required by full-time, professional staff.
- Continue to hold Implementation Team meetings with key partners on a quarterly basis.
- Continue to market program throughout year and engage 2 community stakeholders to market the program as well.
- Utilize the Prowers County Jail and Advantage Treatment Center for classes for residents over the FFY 2023-2024 while enrolling individuals



on a voluntary basis only.

- Retain fathers in CFP throughout 2023-2024 FFY.
- By September 30, 2024, CFP staff have linked at least 50% of participants to career-related development.
- By September 30, 2024, the CFP staff have provided 100% of enrolled fathers with information related to understanding and negotiating the child support services system.
- By September 30, 2024, the CFP staff have provided at least 8 contact service hours to 60% of enrolled fathers.
- By September 29, 2024, the CFP staff have provided at least 3 referrals to 60% of enrolled fathers.
- By September 30, 2024, 60% of enrolled fathers shall complete the full program and suite of services.

PERFORMANCE TARGETS

If Contractor fails to meet any one of the performance targets in this Contract and as specifically identified below, Contractor shall be in breach as defined in section 13 entitled "Breach."

1. Contractor shall ensure that at least 56 fathers enroll in Colorado Fatherhood Program services and complete all assessment tools.
2. Contractor shall ensure, at minimum, 100% of fathers complete a baseline CFSA 2.0 with an 70% post-comparison match.
3. Contractor shall ensure, at minimum, 90% of fathers complete a Domestic Violence Screening Tool.
4. Contractor shall ensure 90% of fathers shall complete the family goal setting worksheet and work towards attainment of a minimum of 1 goal.
5. Contractor shall submit all invoices by the 20th day of each month.
6. Contractor shall ensure all Colorado Fatherhood Program training is completed by permanent staff prior to service delivery.

ACCEPTANCE CRITERIA

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



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	Prowers County Department of Human Services	Program Contact Name, Title	Lanie Meyers-Mireles
Budget Period	9/30/23-9/29/24	Phone	719-336-7486 x 127
Project Name	Colorado Fatherhood Program Site	Email	dhsdirector@prowerscounty.net
		Fiscal Contact Name, Title	Lisa Farmer
		Phone	719-688-3696
		Email	lmccullough@prowerscounty.net

Expenditure Categories					
Personnel Services – Salaried Employees					9/30/23-9/29/24
Position Title	Description of Work and Fringe Benefits Include: Fringe includes health, life, vision, unemployment ins, workers comp, CO-PERA contribution and other expenses as deemed appropriate	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Fatherhood Advocate/Home Visitor	Administer all aspects of the Fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes health, life, vision, unemployment ins, workers comp, CO-PERA contribution and other expenses as deemed appropriate	\$45,000	\$13,220	100.00%	\$58,220
Special Programs Supervisor/Fatherhood Supervisor	Provide supervision and oversight of the Fatherhood program and other tasks as deemed appropriate by supervisor. Fringe includes: health insurance, life insurance, vision, CO-PERA retirement contribution and other expenses as deemed appropriate.	\$74,988	\$17,309	20.00%	\$18,459
Business Office Manager	Business office and accounting services. Fringe includes: health insurance, life insurance, vision, and CO-PERA retirement contribution.	\$66,924	\$16,289	7.00%	\$5,825
Total Personnel Services (including fringe benefits)					\$82,504

Contractors/Consultants (payments to third parties or entities)			9/30/23-9/29/24
Name	Description of Item	Total Amount Requested from CDEC	
CFO	Accounting contractor. Will prepare and submit monthly invoices to CDEC.	\$2,400	
Total Contractors/Consultants		\$2,400	

Travel			9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC	
Mileage and travel	Mileage, per diem for case management, meetings, conferences, trainings, lodging, airfare, etc.	\$2,730	
Total Travel		\$2,730	

Supplies & Operating Expenses		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
FHI Subscription	Financial Health Subscription	\$2,495
Meetings/Mentors	Facilitator for and coordination of classes, mentors, meeting needs	\$9,000
Incentives	Incentives, social activities, program supports	\$5,775
Child Care	Child care	\$1,000
Food	Meals and snacks for meetings and activities	\$3,992
Transportation	Transportation, gas expenses, travel needs	\$1,500
Books	Books/journals	\$800
Materials and Supplies	Marketing, Materials, and Supplies (workbooks, pens, paper, copies, etc.)	\$4,900
Cell Phone	Cell phone, cell service, wifi, hot spot	\$2,400
Subtotal		\$31,862
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
	No costs in this category shall be reimbursed by CDEC.	\$0
Subtotal Items removed from MTDC		\$0
Total Supplies & Operating Expenses		\$31,862
Training and Technical Assistance		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
Conference Registration	Child Support Conference Registration and/or other pertinent conferences	\$250
Conferences	Grantee Orientation, Biennial Conference, Strengthening Families Conference and other pertinent conferences	\$3,000
Training	CFSA 2.0 Training, NDAP, Circle of Parent, Protective Factors or Other Relevant Training	\$525
Total Training and Technical Assistance		\$3,775
TOTAL DIRECT COSTS		\$123,271
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$123,271
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		9/30/23-9/29/24
Item	Description of Item	Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC.	\$0
Total Indirect		\$0
TOTAL		\$123,271

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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



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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

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



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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

12. GIFT CARDS

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

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



- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



EXHIBIT E-Amendment #5 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

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

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
09/30/2023 - 09/29/2024	09/30/2023-09/29/2024- \$123,271	09/30/2023-09/29/2024- \$123,271	09/30/2023-09/29/2024- \$123,271

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

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

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

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

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;

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

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

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

2. COMPLIANCE.

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

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

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

- 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 13, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/01/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Master Task Order Contract No. 23 FAA 00042, Task Order No. 2024*0719, FY 2024-2027, funding amount \$331,314.00 for OPHP and authorizing Meagan Hillman, PH Director to execute the document electronically.

Justification or Background: This is funding from OPHP via CDC for infrastructure funding in the amount of \$331,314 for FY 24-27

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

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

Approved by the County Attorney on:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

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Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/01/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Master Task Order Contract No. 23 FAA 00042, Task Order No. 2024*0719, FY 2024-2027, funding amount \$331,314.00 for OPHP and authorizing Meagan Hillman, PH Director to execute the document electronically.

Justification or Background: This is funding from OPHP via CDC for infrastructure funding in the amount of \$331,314 for FY 24-27

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

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

Approved by the County Attorney on:

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
Master Task Order Contract Number 23 FAA 00042 Task Order Number 2024*0719	Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023
Task Order Maximum Amount Initial Term State Fiscal Year 2024 \$331,314.00 Total for All State Fiscal Years \$331,314.00	Task Order Expiration Date November 30, 2027 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: Once Funding Source: Federal \$331,314.00	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): Not Applicable 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 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 To advance Colorado's public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado's public health workforce.	

In accordance with §4.B of the Master 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 Master 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 Master 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, 2023**, 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.

<p>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</p> <p>_____</p> <p>By: Signature</p> <p>Meagan Hillman</p> <p>_____</p> <p>Name of Person Signing for Contractor</p> <p>Director</p> <p>_____</p> <p>Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of Executive Director Delegate</p> <p>_____</p> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>
<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of State Controller Delegate</p> <p>_____</p> <p>Title of State Controller Delegate</p> <p>Effective Date: _____</p>	

--Signature Page End--

EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 7/1/2022 Task Order Routing Number 2024*0719

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

1. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have 14 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 14 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 14 calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within 14 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.
2. 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 16, Contract Modifications, or Option Letter Provisions of this Contract.
3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Infrastructure Allowability Roadmap; Allowable costs for funding source can be found on the following website: <https://cdphe-lpha.colorado.gov/cdc-infrastructure-lphas>

CDPHE reserves the right to request funds be returned to CDPHE if the Contractor misuses the funds according to the CDPHE CDC Infrastructure Allowability Roadmap. Misuse includes international travel expenses.
4. Coronavirus Disease 2019 (COVID-19) Funds A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act

and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, or home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at:

<https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward. The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged are allowable, allocable, and reasonable

EXHIBIT B**STATEMENT OF WORK**

To Original Contract Number 2024*0719

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 advance Colorado's public health and environmental workforce capacity through public health transformation. Public health transformation will grow, sustain, and diversify the public health workforce by strengthening the public health workforce's capacity for planning, development, management, forecasting, and quality improvement efforts. The Colorado Department of Public Health & Environment (CDPHE) will use the Centers for Disease Control and Prevention (CDC) grant funds to strengthen partnerships and build resilience among Colorado's public health workforce in 53 local public health agencies (LPHAs). The LPHAs shall use the funds to grow and sustain the workforce capacity. With a thriving workforce, local public health agencies will be enabled to support local communities in a larger way. The CDPHE's Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. Infrastructure: The CDC grant titled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems."

3. Work Plan:

Goal #1: Advance Colorado's public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado's public health workforce.	
Objective #1: No later than the expiration of the contract, support the Colorado public health workforce.	
Primary Activity #1	1. The Contractor shall create a final project budget.
Sub Activity #1	1. The Contractor shall track the spend down of the award. 2. The Contractor shall update Infrastructure award budgets to show the spend down progress.
Primary Activity #2	1. The Contractor shall complete a standard progress report every 3 months.
Primary Activity #3	1. The Contractor shall create a five year workplan utilizing workforce activities in the CDC sample activities document: https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf
Primary Activity #4	1. The Contractor shall attend the following meetings with CDPHE: a) a Post-award meeting and b) annual program check in meetings.
Primary Activity #5	1. The Contractor shall create a final report.

Standards and Requirements	<div><div><div>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.</div><div>2. CDPHE will schedule the annual check in meetings with the Contractor within 45 days of contract execution.</div><div>3. The Contractor shall comply with all funding requirements.</div><div>4. The Contractor shall communicate any projected budget changes that result in a new budget line item or are over 25% of the total budget to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes.</div><div>5. The Contractor shall use the CDPHE budget template for the final project budget.</div><div>6. The Contractor shall use the CDPHE 3 month Progress Report and Final Progress Report Templates.</div><div>7. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, the following templates:<div><div>a) a CDPHE Budget Template,</div><div>b) a 3 month Progress Report Template, and</div><div>c) a Final Report Template.</div></div></div><div>8. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.</div><div>9. Contractor shall submit technical assistance questions to CDPHE to receive technical assistance from the Component B national grantees.</div><div>10. CDPHE will create a technical assistance intake form.</div><div>11. CDPHE will provide the required workplan template to the Contactor within thirty (30) days from contract execution.</div><div>12. The Contractor shall upload the required workplan and budget via the link supplied by CDPHE.</div><div>13. The Contractor shall complete a final report within sixty (60) days of all funds being spent, and no later than November 30, 2027.</div></div></div>
Expected Results of Activity(s)	<div><div><div>1. Increase of the public health workforce.</div><div>2. Retention of the public health workforce.</div></div></div>
Measurement of Expected Results	<div><div><div>1. Number of:<div><div>a. Full Time Equivalents (FTE) hired, and/or</div><div>b. Full Time Equivalents (FTE)trained, and/or</div><div>c. Full Time Equivalents (FTE)receiving retention efforts, and/or</div><div>d. Interns hired.</div></div></div></div></div>
Deliverables	<div><div><div>1. The Contractor shall submit the final project budget electronically to OPHP</div><div>Completion Date</div><div>No later than 30 days after Contract execution.</div></div></div>
	<div><div><div>2. The Contractor shall submit the workplan electronically to OPHP.</div><div>Completion Date</div><div>No later than 30 days after Contract execution.</div></div></div>
	<div><div><div>3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down.</div><div>Completion Date</div><div>Due every February 1st, May 1st, August 1st, and November 1st until final progress report.</div></div></div>
	<div><div><div>4. The Contractor shall submit a Final Progress Report electronically to OPHP.</div><div>Completion Date</div><div>No later than 60 days after all funds were spent, and no later than Nov. 30, 2027</div></div></div>

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' 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 (7) 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 time line, the Contractor must email a request to the 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

BUDGET



COLORADO

**Department of Public
Health & Environment**

I. ENTITY NAME: PROWERS COUNTY PUBLIC HEALTH

II. BUDGET:

ONE TIME PAYMENT	TOTAL PAYMENT
12/1/2022 - 11/30/2027	\$331,314.00
TOTAL	\$331,314.00

Exhibit D**Federal Provisions - Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation**

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 **NE11OE000089**.
- d. The Federal award date is **November 29, 2022**.
- e. The subaward period of performance start date is **July 1, 2023** and end date is **November 30, 2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
12/01/2022 - 11/30/2023	\$34,783,995.00	\$34,783,995.00

- g. Federal award title of project or program: **Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation.**
- h. The name of the Federal awarding agency is: **Centers for Disease Control and Prevention** and the contact information for the awarding official is **Ms. Tia Yancey, Program Officer, Center for Surveillance, Epidemiology and Laboratory Services (CSELS), thy4@cdc.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 Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.967** and the grant name is **CDC Collaboration with Academia to Strengthen Public Health.**
- 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.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/13/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/2/2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Contract Amendment #4, 23 IHFA 182250, original contract #128142 between Prowers County and the Colorado Department of Human Services to provide support of the Child Welfare Abuse and Neglect Hotline-Routine System, total amount of \$5,162,133.85 with the expiration date of 6-30-2024 and authorizing Lanie Meyers-Mireless, Department of Human Services Director, to execute the document electronically.

Justification or Background:

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

County: \$5,162,133.85 _____ Federal: \$ _____ State: \$ _____ Other:
\$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services	Original Contract Number 20 IHFA 128142
Contractor Prowers County 301 South Main, Suite 215 Lamar, CO 81052	Amendment Contract Number 23 IHFA 182250
Current \$4,084,843.61 Initial Term State Fiscal Year 2020 \$995,550.00	Contract Performance Beginning Date July 1, 2019
Extension Terms State Fiscal Year 2021 \$1,009,388.00 State Fiscal Year 2022 \$1,029,504.57 State Fiscal Year 2023 \$1,050,401.04 State Fiscal Year 2024 \$1,077,290.24 Total for All State Fiscal Years \$5,162,133.85	Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Prowers County Lanie Meyers-Mireles Director Department of Social Services for Prowers County	STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes Executive Director
By: Lanie Meyers-Mireles Director Department of Social Services for Prowers County	By: Minna Castillo-Cohen, Director, Office of Children, Youth and Families
Date:	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: _____ Andrea Eurich/Toni Williamson/Telly Belton	
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 and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Amendment is in support of the Child Welfare Abuse and Neglect Hotline Routine System. This amendment serves to extend contract services to the end of the State Fiscal Year 2024 and increase the maximum amount as shown above.

5. MODIFICATIONS

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

- A. The Contract Amendment 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 B3 – Budget, is hereby deleted in its entirety and replaced with Exhibit B4 – Budget, 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.

Exhibit B4 - Budget **OPERATING EXPENDITURES SUMMARY**

PERSONNEL SERVICES - SALARY & FRINGE		\$	885,454.12
TRAVEL		\$	500.00
SUPPLIES & OPERATING		\$	23,040.00
OTHER SERVICES AND/OR SUBCONTRACTORS		\$	18,780.00
MAINTENANCE		\$	9,000.00
INDIRECT		\$	140,516.12
TOTAL COST		\$	1,077,290.24

PERSONNEL SERVICES - SALARY & FRINGE

Position Title / Employee Name	Salaries Estimated Increases for 2023	Description of Work	Gross Salary	Fringe FICA, Retirement, Insurance	Total Gross Salary + Fringe
Program Manager	3%	Administration, management, supervision, oversight of the hotline operations, management of hotline budget, oversight of the training certification processes, management of the data and CQ1	\$ 79,542.00	\$ 17,862.06	\$ 97,404.06
Supervisor X 2 FTE	3%	Supervision of call-takers, training, evaluation of staff, quality assurance	\$ 109,244.00	\$ 29,419.37	\$ 138,663.37
Call-Takers					
Day Shift	3%	\$16.65/Hour x 5 FTE	\$ 173,160.00	\$ 60,904.74	\$ 234,064.74
Night Shift	3%	\$17.65/Hour X 4 FTE	\$ 146,848.00	\$ 49,776.27	\$ 196,624.27
Weekend Shift	3%	\$17.65our X 3.4 FTE	\$ 124,820.80	\$ 42,309.83	\$ 167,130.63
Back-up Coverage	3%	\$17.65/Hour X 1 FTE	\$ 36,712.00	\$ 12,444.07	\$ 49,156.07
Unemployment	.3% of Gross pay	.3% of Gross Pay	\$ 2,010.98		\$ 2,010.98
Employee Training	None	\$100/Employee Screening Costs	\$ 400.00		\$ 400.00

			Total Personnel Services	\$ 672,737.78	\$ 212,716.34	\$ 885,454.12
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		\$500/month x 12 mos.			\$	6,000.00
Rent		\$750/month x 12 mos.			\$	9,000.00
Cell Phones		4 phones + 6 remote hotspots x \$670.00 month			\$	8,040.00
		Total Supplies & Operating			\$	23,040.00
OTHER SUPPLIERS AND/OR SUBCONTRACTORS						
Item		Subcontractor / Entity Name			TOTAL	
IT Services		Mirage Technologies			\$	18,000.00
Records		Mobile Records Shredders \$65.00 Month			\$	780.00
		Total Suppliers and Subcontractors			\$	18,780.00
MAINTENANCE						
Item		Subcontractor / Entity Name			TOTAL	
All Equipment		Ongoing Maintenance and Replacement Costs			\$	9,000.00
		Total Maintenance			\$	9,000.00
INDIRECT						
Item		Description of Item			TOTAL	
		Indirect Cost calculated at 15% for Administrative, Accountin, Human Resources,			\$	140,516.12
		Total Indirect			\$	140,516.12
		TOTAL COSTS			\$	1,077,290.24

Calculation Assumptions

Benefits: Retirement and FICA are fixed amounts. No increase in health insurance

Unemployment Insurance is fixed at .3%

Average wages call takers

Screening/Hiring costs are based on turnover rates.

Increase in Office supplies

Increase in wages to reflect current wage requirements

Equipment increase to comply with new technology requirements

TOTAL BUDGET INCREASE OF 2.6%

	Days	Nights
\$	16.65	\$ 17.65

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 13, 2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/05/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: Deadline 6/15/2023

Item Title/Recommended Board Action:

Consider approval of Case Management Retention Phase 2 Grant Application for OLTC Retention Payments, in the amount of \$750 per OLTC Staff Members and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: This is funding from HCPF for retention project of \$750.00/Case Manager, Case Manager Supervisor and Case Manager Assistant

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):

Case Management Retention Phase 2 Grant Application & Statement of Assurance Form

The purpose of the retention payments being offered are to encourage Case Managers to remain employed with their current case management agency, single entry point or community centered board throughout their companies' transition phases.

* Indicates required question

1. Email *

2. Legal Business Name: *

3. Authorized Representatives Name and Title: *

4. Phone number *

5. **FULL** Business Address: *

6. The applicant organization listed above hereby accepts the conditions of the Case Management Retention grant program and agrees to the following assurances:

*

Check all that apply.

- ☐ The retention grant funds requested in the application will be administered in accordance with all applicable statutes, regulations, program plans, and requirements delineated in this application.
- ☐ The applicant meets all eligibility requirements of the grant as outlined in the Case Manager Retention Payments Memo
- ☐ The Applicant understands it is their responsibility to make the initial payments to each qualified staff and submit invoices for reimbursement.
- ☐ The Applicant understands the 100% of the Gross retention grant funds will go directly to each qualified staff and any outstanding taxes, fees, and/or administrative expenses ensued are the responsibility of the applicant organization to cover.
- ☐ The applicant will provide documentation that each staff receiving the retention bonus meets the eligibility criteria using Department requested form or one with the same information of the agency's choosing..
- ☐ Each eligible staff must have completed required training and be in good standing with agency performance standards.
- ☐ Applicant must have an approved Grant Application/Attestation form with the Department to be eligible for reimbursement.
- ☐ Applicant understands that the funds requested in this application are likely the maximum amount that can be paid, the department may not have additional funds available for costs invoiced above the requested amount.
- ☐ Applicant agrees to develop a procedure for retention of Case Management staff through the Case Management Redesign contract transition.
- ☐ IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, RETENTION FUNDS MUST BE RETURNED TO THE COLORADO DEPARTMENT OF HEALTH CARE POLICY AND FINANCING (the Department). The Department may terminate a grant award upon thirty (30) days' notice if it is deemed by the Department that the recipient is not fulfilling the requirements of the funded program as specified.
- ☐ The applicant will cooperate with any examination of records with respect to such Colorado Department of Healthcare Policy and Financing (the Department), the Office of eHealth Innovation (OeHI), the State of Colorado, or any auditors on its behalf; or (ii) any other state agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- ☐ All information contained in this application is true and accurate.

7. Please provide a brief description of non monetary incentives this agency is providing it's staff to align with the purpose of this grant?

8. Agencies will be eligible for up to \$750 for each eligible staff. *

How much are you asking per Case Manager Supervising staff?

If a different amount (less than \$750) per staff please mark "other" with the amount you are requesting.

Mark only one oval.

- ☐ Full amount of \$750 per eligible staff.
- ☐ Other: _____

9. Agencies will be eligible for up to \$750 for each eligible staff. *

How much are you asking per Case Manager staff?

If a different amount (less than \$750) per staff please mark "other" with the amount you are requesting.

Mark only one oval.

- ☐ Full amount of \$750 per eligible staff.
- ☐ Other: _____

10. Agencies will be eligible for up to \$750 for each eligible staff. *

How much are you asking per Case Aide staff?

If a different amount (less than \$750) per staff please mark "other" with the amount you are requesting.

Mark only one oval.

- ☐ Full amount of \$750 per eligible staff.
- ☐ Other: _____

11. How many Case Management Supervisor staff are you requesting the above dollar amount *
for payment?

12. How many Case Management staff are you requesting the above dollar amount for *
payment?

13. How many Case Management Aide staff are you requesting the above dollar amount for *
payment?

14. By adding your name on this Statement of Assurances document, the applicant attests that *
all information indicated in this document is accurate and true. The applicant signature
must be the same as the authorized representative. The applicant agrees and acknowledges
that by printing their name here it acts as their signature in order for the application to be
valid.

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Google Forms

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/5/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Contract Amendment #2, 21 IHGA 184263 original Contract # 21 IHGA 168850 between Colorado Department of Human Services and Prowers County Department of Human Services for use of The Work Number from June 1, 2022 through June 30, 2024, total amount \$59,360.63 for all State Fiscal Years and authorizing Lanie Meyers-Mireles to execute the document electronically.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____



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

CONTRACT AMENDMENT #2

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 24 IHGA 184263
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 Total for All State Fiscal Years \$59,360.63 *Any amount paid as a result of Holdover Letter 24_IHGA_184036 prior to execution of this Contract shall be deducted from the Contract Maximum Amount.	Contract Performance Beginning Date June 01, 2022 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Prowers County _____ By: Lanie Meyers-Mireles 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: _____
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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: _____
 Andrea Eurich/Toni Williamson/Telly Belton

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 June 01, 2023, 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-1 – Statement of Work** is modified by the addition of **Exhibit A-2 – Statement of Work**, attached and incorporated herein.
- D.** **Exhibit C-1 – Amendment 11 – 22 IHGA 175559** is modified by the addition of **Exhibit C-2 – Amendment 14 – 23 IHGA 184226**, 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.

Exhibit A-2 – Statement of Work

A. Background

For purposes of this Exhibit A, 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-2 – Amendment 14 - 23 IHGA 184226) 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. The Minimum Payment for the period of July 1, 2023 to June 30, 2024 is \$8,015,000.00, which is based upon an estimated 925,000 income verification requests at \$8.60 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:

$$\frac{[\text{County's Minimum Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$
$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

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:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

Participating County or Participating Entity	June 1, 2023-June 30, 2023	July 1, 2023 - June 30, 2024				TOTAL CONTRACT AMOUNT
	Hold Over Budget	Minimum Number of Transactions Included with Annual Subscription	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation	
Adams	\$ 25,961.19	68,312	\$587,483.20	\$4,407.20	\$591,890.40	\$617,851.59
Alamosa	\$ 37.68	3,596	\$30,925.60	\$232.00	\$31,157.60	\$31,195.28
Arapahoe	\$ 50,179.51	83,562	\$718,633.20	\$7,004.00	\$725,637.20	\$775,816.71
Archuleta	\$ 36.02	31	\$266.60	\$2.00	\$268.60	\$304.62
Bent	\$ 12.75	434	\$3,732.40	\$28.00	\$3,760.40	\$3,773.15
Boulder	\$ 11,856.46	26,784	\$230,342.40	\$1,728.00	\$232,070.40	\$243,926.86
Broomfield	\$ 2,224.99	6,882	\$59,185.20	\$444.00	\$59,629.20	\$61,854.19
Clear Creek	\$ 12.75	124	\$1,066.40	\$8.00	\$1,074.40	\$1,087.15
Conejos	\$ 54.31	167	\$1,436.20	\$10.80	\$1,447.00	\$1,501.31
Crowley	\$ 107.51	620	\$5,332.00	\$40.00	\$5,372.00	\$5,479.51
Delta	\$ 450.54	1,860	\$15,996.00	\$120.00	\$16,116.00	\$16,566.54
Denver	\$ 61,327.19	138,074	\$1,187,436.40	\$8,908.00	\$1,196,344.40	\$1,257,671.59
Douglas	\$ 1,185.37	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,970.97
Eagle	\$ 841.78	2,356	\$20,261.60	\$152.00	\$20,413.60	\$21,255.38
El Paso	\$ 29,586.57	57,226	\$492,143.60	\$3,692.00	\$495,835.60	\$525,422.17
Elbert	\$ 12.75	372	\$3,199.20	\$24.00	\$3,223.20	\$3,235.95
Fremont	\$ 1,837.07	6,634	\$57,052.40	\$428.00	\$57,480.40	\$59,317.47
Garfield	0	558	\$4,798.80	\$36.00	\$4,834.80	\$4,834.80
Grand / Jackson	\$ 116.93	471	\$4,050.60	\$30.40	\$4,081.00	\$4,197.93
Gunnison	\$ 106.95	620	\$5,332.00	\$40.00	\$5,372.00	\$5,478.95
Huerfano	0	248	\$2,132.80	\$16.00	\$2,148.80	\$2,148.80
Jefferson	\$ 26,933.20	45,632	\$392,435.20	\$2,944.00	\$395,379.20	\$422,312.40
Kit Carson	\$ 12.75	279	\$2,399.40	\$18.00	\$2,417.40	\$2,430.15
La Plata / San Juan	\$ 1,086.73	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,872.33
Lake	\$ 123.03	620	\$5,332.00	\$40.00	\$5,372.00	\$5,495.03
Larimer	\$ 19,578.26	31,186	\$268,199.60	\$2,012.00	\$270,211.60	\$289,789.86
Las Animas	\$ 199.50	1,922	\$16,529.20	\$124.00	\$16,653.20	\$16,852.70
Mesa	\$ 3,756.16	8,680	\$74,648.00	\$560.00	\$75,208.00	\$78,964.16
Moffat	\$ 203.38	930	\$7,998.00	\$60.00	\$8,058.00	\$8,261.38
Montezuma	\$ 1,371.57	8,370	\$71,982.00	\$540.00	\$72,522.00	\$73,893.57
Morgan	\$ 2,549.73	4,526	\$38,923.60	\$292.00	\$39,215.60	\$41,765.33
Park	\$ 12.75	248	\$2,132.80	\$16.00	\$2,148.80	\$2,161.55
Pitkin	\$ 45.44	620	\$5,332.00	\$40.00	\$5,372.00	\$5,417.44
Prowers	\$ 12.75	6,820	\$58,652.00	\$440.00	\$59,092.00	\$59,104.75
Pueblo	\$ 9,081.18	29,760	\$255,936.00	\$1,920.00	\$257,856.00	\$266,937.18
Routt	\$ 272.65	2,790	\$23,994.00	\$180.00	\$24,174.00	\$24,446.65
San Miguel / Ouray	\$ 99.75	62	\$533.20	\$4.00	\$537.20	\$636.95
Summit	\$ 266.00	614	\$5,280.40	\$39.60	\$5,320.00	\$5,586.00
Teller	0	620	\$5,332.00	\$40.00	\$5,372.00	\$5,372.00
Washington	0	62	\$533.20	\$4.00	\$537.20	\$537.20
Weld	\$ 30,774.15	45,446	\$390,835.60	\$2,932.00	\$393,767.60	\$424,541.75
CDHS SNAP QA	\$ 226.10	930	\$7,998.00	\$60.00	\$8,058.00	\$8,284.10
HCPF	\$ 119,146.49	330,000	\$2,838,000.00	\$20,000.00	\$2,858,000.00	\$2,977,146.49
Total	\$ 401,699.90	925,000	\$7,955,000.00	\$60,000.00	\$8,015,000.00	\$8,416,699.90

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, 2024 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

AMENDMENT 14 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 14 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 desire to amend the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2023 – June 30, 2024; update and add pricing information; provide for Instant Client Insights web-platform in addition to batch and integration channels for Service access; ability to utilize Date Range Enhancement for The Work Number access; and add additional Services to the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect, including the SOW to be carried forward as if attached to this Schedule A and Amendment 14. For purpose of this Amendment 14, 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, 2023, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 14 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, 2023 and ending on June 30, 2024.
- B.** Schedule A, as has been amended from time to time, 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, 2023. 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, 2023.

IN WITNESS WHEREOF, the Parties have executed this 14TH 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): _____

Name
(print): _____

Title: _____

Date: _____

By
(signature): _____

Name
(print): _____

Title: _____

Date: _____

This Amendment 14 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: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Jana Coen, Sec BOCC

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

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval to Amend the 2023 Order for Authorized Persons and Authorized Signature on Checking Account document to remove Tamara Nickelson as an authorized agent and to add Paula Gonzales as a new authorized agent effective June 1, 2023.

Justification or Background:

Annual BOCC approval

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:



ORDER FOR AUTHORIZED PERSONS AND AUTHORIZED SIGNATURES ON CHECKING ACCOUNTS (Amended)

The Board of County Commissioners hereby authorizes as follows regarding the following County checking accounts at Frontier Bank:

DEPARTMENT OF HUMAN SERVICES ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen are **authorized to sign** on the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, Paula Gonzales, and Mindy Maestas are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

STATE WAGE WITHHOLDING ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen are **authorized to sign** on the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

GENERAL FUND ACCOUNT

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, and Jana Coen, are **authorized to sign** on the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

Wendy Buxton-Andrade, Ron Cook, Thomas Grasmick, Jana Coen, Mark Westhoff, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

DATED this 13th day of June, 2023

Chairman

Vice-Chairman

Commissioner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Lamar, Colorado this 13th day of June 2023.

Jana Coen, County Clerk & Recorder

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 6-13-2023

Submitter: Sam Zordel, County Sheriff

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

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Credit Card Authorization Request for the following: Bret Olinger, Nelson Marks, Racheal Ariatti, Ricardo Juarez, and Troy Spears for Prowers County Sheriff's Department, credit limit amount of \$1,000.00 each.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 6-13-2023

Submitter: Sheryl Reifschneider, AP Director

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

Return Originals to: Sheryl Reifschneider, AP Director

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Credit Card Authorization Request for Paula Gonzales, Finance Director, credit limit of \$3,000.00.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/13/2023

Submitter: Mark Westhoff

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

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approving Colorado Department of Public Health and Environment Brownfields Assessment Grant Application to update Phase 1 and Phase 2 Brownfields Site Assessments at 207 E Elm Street, Lamar, Colorado, and authorizing County Administrator Mark Westhoff to submit the application form online.

Justification or Background:

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

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

Approved by the County Attorney on: N/A

Additional Approvals (if required):

STATE OF COLORADO

Bill Owens, Governor
Douglas H. Benevento, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
TDD Line (303) 691-7700
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

APPLICATION GUIDELINES FOR STATE OF COLORADO TARGETED BROWNFIELDS ASSESSMENT OR VOLUNTARY CLEANUP ASSISTANCE

The State of Colorado Department of Public Health and Environment (CDPHE) is currently providing Phase 1, Phase 2, or other specific site assessment assistance at selected brownfields and voluntary cleanup properties. To request CDPHE's assistance for site assessments, interested parties must complete an application, which includes the information identified below. Applicants will be contacted after CDPHE reviews the application. All questions may be directed to Mark Rudolph at (303) 692-3311.

The site assessment application should include the following:

1. Contact Person

- Provide name
- Telephone number
- Fax Number
- Postal address
- E-mail address

2. Site/Project location

- Provide the site name and address, including city, county, zip code and total acreage.
- If available, provide a map of the site (preferably its latitudinal and longitudinal location on a USGS topographical quadrangle map).
- Provide amount of delinquent property taxes (if any).
- Provide assessed value of the property.

3. Site History and Current Status

- Briefly describe the known past and current uses of the site.
- Describe local/state/federal regulatory involvement at the site (e.g. whether CDPHE or EPA has already invested funds in the property or if there is an ongoing or planned state/federal enforcement action at the site). Information should include whether or not there has ever been a response action taken at the site either under CERCLA or RCRA.
- Describe environmental conditions, including level and type of contamination (if known) and a summary of any known past environmental investigations. Summarize past and present developer interest.
- Describe past, current, and future ownership status. If property is not owned by applicant, describe how applicant anticipates obtaining access to property in order to conduct assessment activities.

4. Project Period and Budget

- State the desired project completion time period and schedule.
- Provide a budget page showing a breakdown of assessment activities and estimated costs.

5. Assurance of Future Redevelopment of the Site

- Describe how the site ownership will be controlled (i.e., publicly owned either directly by a municipality or through a quasi-public entity, such as a community development corporation). Privately owned sites need to provide a substantial public benefit or a clear means of how CDPHE expenditures will be recouped either through an agreement or lien.
- Describe the roles of all other key stakeholders in the project (i.e., community organizations, state involvement, city involvement, etc.).
- Describe efforts directed towards community involvement (i.e., is the community aware of the project, and do they support the proposed redevelopment?). If community is not aware of the project, what are the plans to involve the community?
- Identify cleanup-funding sources (i.e., direct or leveraging of funds and availability of financial incentives such as TIF's).
- Describe redevelopment plans (i.e. the desired future use of the site, the likelihood of redevelopment, and how the site fits within overall redevelopment plans).
- List any commitments in place that provide evidence that this brownfields or voluntary cleanup site will be cleaned up and redeveloped, and is capable of becoming an operating business that provides jobs for the community or will become an asset to the community.

6. Benefits

- Explain how site revitalization will serve to spur further beneficial activities at nearby locations.
- Describe how site redevelopment will benefit the community.
- State whether a direct health environmental threat will be mitigated.

BROWNFIELDS AND VOLUNTARY CLEANUP CRITERIA RANKING FORM

CDPHE will use this form to evaluate and prioritize applications for brownfields and voluntary cleanup site assessment assistance. In order to justify CDPHE expenditures on brownfields and voluntary cleanup site assessment activities at sites that are not on CERCLIS, CDPHE is requiring that a set of criteria be identified and then evaluated for any proposed assessment assistance. These criteria will also be used by CDPHE to determine where its resources should be directed (e.g., selection and prioritization of one site over another). Each of the following criteria is ranked on a scale of 1 to 4, where one is unsatisfactory and four is outstanding. (For a total score of 40 being the highest.)

Rating Criteria

-
1. *Site control and ownership transfer is not an impediment.* Site is currently publicly owned either directly by municipality or through a quasi-public entity such as a community development corporation or site is privately owned and a clear means of recouping CDPHE expenditures is available (e.g., through an agreement with the owner or developer or through a lien); for privately owned sites there is a substantial public benefit.
-
2. *Strong municipal commitment.* A willingness to condemn--take the property if necessary. Establishment of financial incentives (e.g., TIFs or other tax incentives). Commitment of municipal resources for other components of the project (e.g., funding, in-kind services, etc.)
-
3. *Clear municipal/community vision and support for property revitalization.* The site is clearly an integral part of a local development plan, and there is no known public opposition.
-
4. *Adequate resources and high developer interest.* The municipality or potential site developer has demonstrated an ability to leverage additional funds for cleanup and other future work at the site, and/or the site has strong development potential as demonstrated by past or present interest by a developer(s).
-
5. *CDPHE assessment assistance is crucial to the redevelopment of the site.* Lack of site assessment is an obstacle to redevelopment, and other resources (federal, state, local, or private) are not available for assessing the site. Proposal should show that there is a strong need.
-
6. *The State/Congressional members have no objection to state/federal involvement or the redevelopment project.*
-
7. *Based on existing information, the site is likely to have moderate levels of contamination.*
-
8. *Commitments are in place for the cleanup and redevelopment of the site*
-
9. *Redevelopment will result in an increase in jobs for the surrounding residents.*
-
10. *Project area has a clear need for revitalization.* Existing significant deterioration. Significant environmental justice issues

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/13/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/07/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider to approve of Minor Subdivision application by S Bar Ranches, Inc., in the E2SE4SE4 of Section 19, Township 22, Range 46 West, the 6th P.M. The request is to subdivide the property into three separate tracts. The Property is located in an A-1 Irrigated Agriculture Zoning District. This will be a Second Subdivision. The Planning Commission approved to forward the application to the BOCC with recommendations for consideration of approval on May 24, 2023.

Justification or Background:

S Bar Ranches, Inc., would like to subdivide property into three tracts. Tract A and Tract B have existing homes, Tract C is vacant, but applicant may build a home on the property in the future. Existing homes are on May Valley Water and North Lamar Sanitation, applicant has obtained approval for water and sewer services from May Valley Water and North Lamar Sanitation for the proposed new home.

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

County: \$ 350.00 Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!

S BAR RANCHES, INC. MINOR SUBDIVISION PLANNING COMMISSION RECOMMENDATIONS

Date of Public Hearing: May 24, 2023

Applicant: S Bar Ranches, Inc.

Request: Review of a request by S Bar Ranches, Inc., for a Minor Subdivision in the E½ SE¼ SE¼ Sec.19-T22-R46. The request is to subdivide the property into three (3) lots, two with an existing homestead, and one for a proposed new home. The property is located in an A-1 Irrigated Agriculture zoning district.

1. The application was complete, with all requested attachments.
2. Written Notice Mailed (Minimum 15 Days): May 9, 2023
3. Mineral Owner Noticed Mailed (Minimum 30 Days): N/A Mineral rights are with the surface.
4. Barring any discovery at the Public Hearing, it is the opinion of the Planning Commission that the applicant has shown compliance with Prowers County Zoning and Subdivision Regulations.
 - a) The requested use is a use listed as a Use by Review in the Irrigated Agricultural (A-1)
 - b) The granting of the Minor Subdivision will not substantially modify the intent, purpose or spirit of the Prowers County Master Plan

Recommendations:

1. Prowers County Zoning Regulations for Irrigated Agriculture A-1 single family residences be adhered to.
2. Written easements agreements to access property be given to each individual tract.
3. As recommended by Rural Fire Chief Staffon Warn, ingress/egress access off of highway minimum of 12 feet wide.
4. Sewer- North Lamar Sanitation.
5. Water-May Valley Water.
6. Hygiene- Recommend use of local trash services.
7. Dust/weed Mitigation.

Map File No.

MINOR SUBDIVISION APPLICATION

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

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

Date:

3/24/2023

Monica Sutphin

Applicant's / Representative's Signature

Tax parcel number of property (County Assessor's Records) 800062421 R 001 J27438

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

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

- Applicant(s) S Bar Ranches, Inc
Address: PO Box 1156, Lamar, CO 81052
Telephone Number: 719 336-9006 Email: monicasutphin@yahoo.com
 - Property Owner (s): Same
Address: _____
Telephone Number: _____ Email: _____
 - Applicant's Representative: Monica Sutphin
Address: PO Box 1281, Lamar, CO 81052
Telephone Number: 719 940-6919 Email: Same
 - Address of Property: 8276 Hwy 196
2. Zone District: Irrigated Land
3. Legal description of the property (if lengthy, please attach): attached
4. Please list any previous applications (e.g., map amendments, zoning variances, special use permits, subdivision variances) in connection with this property: none

S Bar Ranches, Inc.

**PO Box 1156
Lamar, CO 81052
719-336-9006**

Application date: March 24, 2023

Owner: S Bar Ranches, Inc.
PO Box 1156
Lamar, CO 81052
719-336-9006

Representative: Monica Sutphin
PO Box 1281
Lamar, CO 81052
719-940-6969

Site Location: Section 19, T22, R46

Present Zoning: Irrigated Land

This letter will request a Minor Subdivision at the above site location. There are two existing homes. One in Tract A and one in Tract B and we have possible plans of one more in Tract C. See attached map. This Minor Subdivision should have no impacts on adjoining properties or county road services. The two existing homes have May Valley Water and North Lamar Sanitation for services. That would be the plan for Tract C home as well. The Minor Subdivision would be entered from East Hwy 196 and each Tract would have a right of way for the drive way. This property is not located in floodplain. This Minor Subdivision is compatible with the Prowers County Master plan. Thank you for your consideration of this Minor Subdivision in Prowers County.

Sincerely,



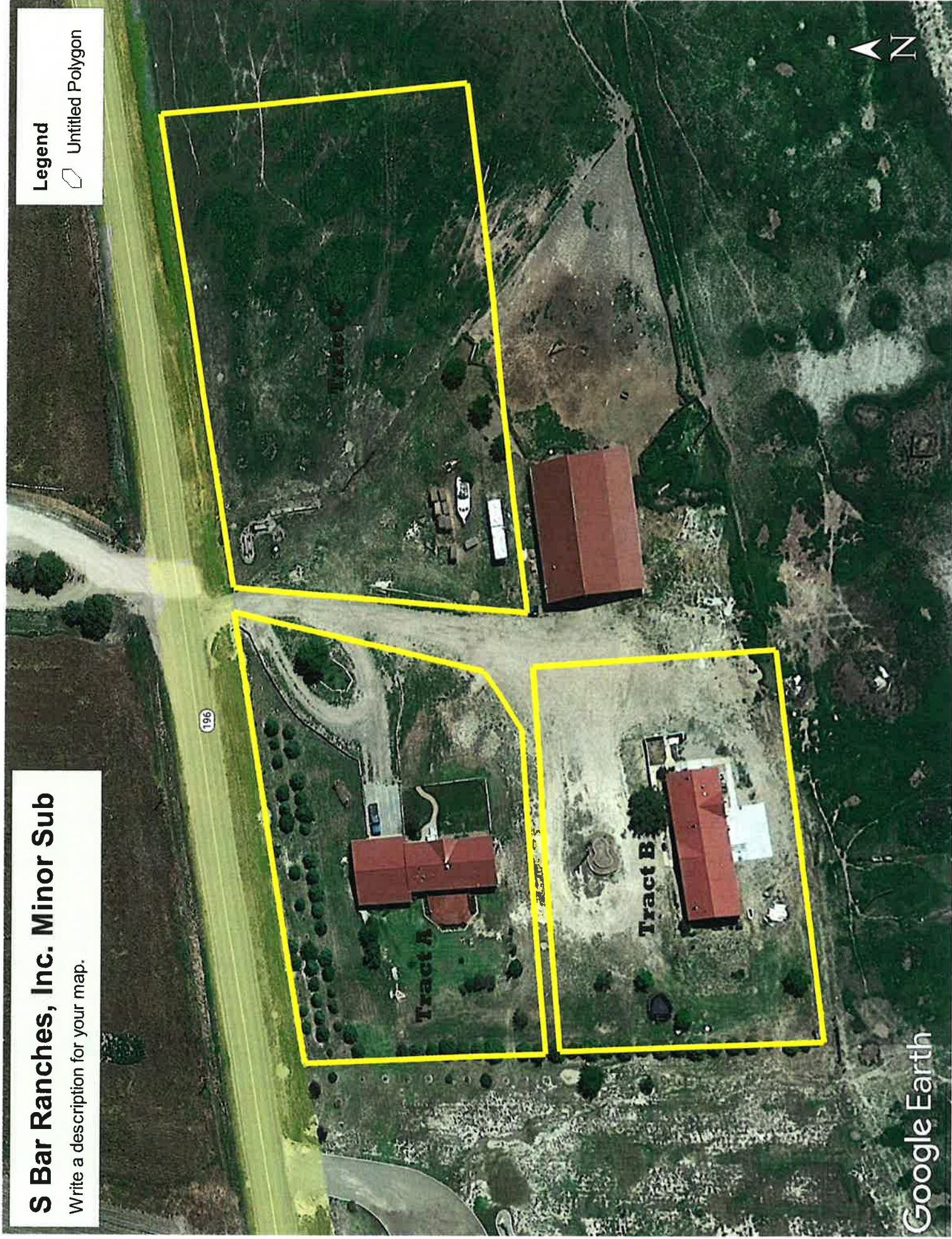
**Monica Sutphin
S Bar Ranches, Inc.**

S Bar Ranches, Inc. Minor Sub

Write a description for your map.

Legend

Untitled Polygon



E-FILED

QUITCLAIM DEED

THIS DEED is dated December 19th, 20 22, and is made between J-S FARMS, INC.

(whether one, or more than one), the "Grantor," of the County of PROWERS and State of COLORADO and S BAR RANCHES, INC.

(whether one, or more than one), the "Grantee," whose legal address is P.O. BOX 1156
LAMAR, COLORADO 81052
of the County of PROWERS and State of COLORADO

WITNESS, that the Grantor, for and in consideration of the sum of OTHER GOOD AND VALUABLE CONSIDERATION—DOLLARS, (\$ 10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the County of PROWERS and State of Colorado, described as follows:

EXHIBIT "A" ATTACHED

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

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

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

Monica Sutphin Sec.
J-S FARMS, INC.
BY MONICA SUTPHIN, SECRETARY

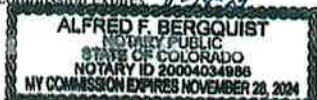
STATE OF COLORADO

County of PROWERS } ss.

The foregoing instrument was acknowledged before me this 19th day of DECEMBER, 20 22, by MONICA SUTPHIN, SECRETARY OF J-S FARMS, INC.

Witness my hand and official seal.

My commission expires: 11-28-24



Alfred F. Bergquist
Notary Public

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

COPY

- 0 -
doc fee

Exhibit "A"

Lots Six (6) and Seven (7), Block 1, in Speculator Subdivision to the City of Lamar, according to the recorded plat thereof, recorded at Reception No. 411911, County of Prowers, State of Colorado.

Parcel No. 1: A tract of land more particularly described as follows, to-wit: Commencing at Northwest Corner of Indian Claim No. 27, the same being in Township Twenty-two (22) South, Range Forty-six (46), West of the Sixth Principal Meridian, said corner likewise being the Northeast Corner of Indian Claim No. 26; thence South 83°20' East a distance of 276.4 feet to the West right-of-way line of the Arkansas Valley Branch of the Atchison, Topeka and Santa Fe Railway; thence South 0°37' East along said right of way line, a distance of 102.3 feet; thence on the arc of a curve to the right whose radius is 5679.6 feet a distance of 386.6 feet; thence North 86°51' West a distance of 25 feet; thence South 3°09' West no distance; thence on the arc of a curve to the right whose radius is 5654.6 feet a distance of 971.3 feet; thence South 13°00' West a distance of 576.1 feet; thence North 77°00' West a distance of 30 feet; thence South 13°00' West a distance of 1355.5 feet; thence South 77°00' East a distance of 5 feet; thence South 13°00' West a distance of 412.4 feet; thence North 89°27' West a distance of 860.3 feet; thence South 67°03' West a distance of 921.6 feet; thence North 30°52' West a distance of 385.6 feet to a point, said point being the intersection of the South boundary line of said Indian Claim No. 26 with the center line of the North and South County Road through said Indian Claim No. 26; thence Northerly along the center line of said County Road a distance of 3251.6 feet, to an intersection with North boundary line of said Indian Claim No. 26; thence North 77°44' East along said North Boundary Line a distance of 2452 feet to the Northeast Corner of said Indian Claim No. 26 or the place of beginning. Being a part of said Indian Claim No. 26 and 27 and generally described as that portion of said claim lying between the main County Road leading North from Lamar, State of Colorado, and the West Boundary Line of the right-of-way of the Arkansas Valley Branch hereinbefore described, EXCEPTING however, from the above-described premises, the following:

1. All of North Lamar, a Subdivision, together with streets and alleys adjacent thereto.
2. A parcel of land being the First Addition to North Lamar.
3. A tract of land as deeded to Board of County Commissioners, recorded August 6, 1931 in Book 229 of Page 1 of the Prowers County Colorado Records.
4. Two tracts of land as deeded to James D. Harper and Agnes Marie Harper, recorded January 3, 1964 at Book 447, Page 136, and recorded June 5, 1975 at Book 514, Page 31 of the Prowers County Clerk and Recorder's Office.
5. A tract of land as described in a deed to Lamar Valley Concrete Co., Inc. recorded July 28, 1966 in Book 464, Page 243, of the Prowers County Clerk and Recorder's Office.
6. A tract or parcel of land as described in a deed to the Department of Highways, State of Colorado, recorded March 1, 1966 in Book 461, Page 441, of the Prowers County Clerk and Recorder's Office, County of Prowers, State of Colorado.

Parcel No. 2: A tract of land in E1/2 of Section 30, Township 22 South, Range 46 West of the Sixth Principal Meridian, more particularly described as follows: Commencing at the intersection of the South line of Indian Claim Number 26, and the East line of said Section 30; thence West 310 feet; thence South 66°58' West a distance of 375.5 feet; thence East 655.5 feet; thence North along the section line of Section 30 to the point of beginning, County of Prowers, State of Colorado.

Lots 4, 5, 6, 7, 8, 9, 10, 11 of Block 1, All of Block 2 and All of Block 4, of North Lamar, a subdivision. Together with the adjacent vacated streets and alleys as ordered by a Resolution recorded May 15, 1989 at Reception No. 445135 of the Prowers County Clerk and Recorder records, County of Prowers, State of Colorado.

Township 23 South, Range 43 West of the Sixth Principal Meridian

Section 16: All that part lying South of the railroad and EXCEPTING the following described parcels of land previously conveyed: By Warranty Deed recorded August 12, 1893 in Book 9 at Page 476; EXCEPT the West 40 feet of said Section as conveyed by right of way deed recorded May 27, 1960 in Book 421, Page 578; EXCEPT a parcel of land conveyed by right of way deed recorded March 4, 1936 in Book 258 at Page 397; EXCEPT a parcel of land conveyed by Warranty Deed recorded August 26, 1895 in Book 9, Page 583 and EXCEPT a

S Bar Ranches, Inc.

**PO Box 1156
Lamar, CO 81052
719-336-9006**

This letter will give notice that S Bar Ranches, Inc. authorize Monica Sutphin to act on owners behalf for the subdivision with the Land Use Board in Prowers County.


John P Sutphin Jr.

Michelle Hiigel

From: Staffon Warn <stwarn@prowerscounty.net> on behalf of Staffon Warn
Sent: Tuesday, March 21, 2023 6:07 PM
To: Monica Sutphin
Cc: Michelle Hiigel; staffon.warn@prowerscounty.net
Subject: Re: Fw: Attached Image

Hi Monica,

I didn't find an attached map. Can you forward that to me? I have looked at the location I believe you are referring to and so far don't see any issues. I would request that the access off the highway would be a minimum of 12 foot wide for fire apparatus and enough room to turn the fire apparatus around to eliminate backing out.

Thank you,

Staffon Warn, Chief
Prowers County Rural Fire

On Tue, Mar 21, 2023 at 3:25 PM Monica Sutphin <monicasutphin@yahoo.com> wrote:
Prowers County Rural Fire Department
Attn: Steffon

RE: Minor Subdivision/8276 E Hwy 196

Attached is an application for S Bar Ranches, Inc. for a Minor Subdivision located at 8276 East Hwy 196 in Prowers County. Would this Minor Subdivision cause any concerns or issues for the Prowers County Rural Fire Department? Please let us know so we may proceed with the application if it is approved by your department. Thank you for your consideration.

Monica Sutphin

PO Box 1281
Lamar, CO 81052
719-940-6969

**MAY VALLEY WATER ASSOCIATION
APPLICATION FOR NEW
MEMBERSHIP**

Date 3/21/23
Name S Bar Ranches, Inc.
Current Mailing Address PO Box 1156, Lamar, CO 81052
Phone 719-336-9006
Nature of Business (If applicable) Residence

PROPOSED SERVICE LOCATION

Township 22 Range 46 Section 19 Quarter _____
Address 8276 E Hwy 196 County Prowers
City Lamar Zip Code 81052
Billing Address PO Box 1156, Lamar, CO 81052
Desired Date for Beginning Service Not Sure
Size of Tap Requested 3/4"
(The most common size of tap is 3/4" and is used in most residential homes.)

Purpose for Service:

Domestic/Household ☒ Livestock Facility _____

Other – Specify Purpose _____

I hereby request water service from the May Valley Water Association and herewith make application for membership to said Association. I agree to be bound by the By-Laws of the Association and any amendments thereto together with policies of the Association that are established by the Board of Directors. By signing said Application, I understand and agree to the "Terms and Conditions" set forth in the rules and regulations.

[Signature] Date 3/21/23
Applicant Signature

Upon approval by the Board of Directors, the above signed-applicant hereby becomes a member of the May Valley Water Association, a non-profit association organized under the statutes of the State of Colorado. Approval of this application expires 12 months from the date of issue.

[Signature] Date 3-21-2023
May Valley Water Association

North Lamar Sanitation District
P.O. Box 1771
Lamar, CO 81052
Dustin DeWitt, Chairman
719-336-4455

March 24, 2023

Dear Customer:

North Lamar Sanitation District should have the capacity to add 1 additional tap at/or near 8276 County Highway 196 Lamar, CO 81052. We need to know more details of location to determine whether we need to add additional main or service lines before final approval.

If you have any questions, please call.

Thank you,

A handwritten signature in black ink, appearing to read 'Dustin DeWitt', followed by a horizontal line.

Dustin DeWitt
Chairman of North Lamar Sanitation District

Proposed Use of Land Homesteads

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal North Lamar Sanitation

Proposed Road Access County Highway 196

Proposed Lot Size approximately 4 acres

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

Prowers County Planning Commission, Chair

Dated this _____ day of _____, 20__

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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Meagan Hillman, Public Health Director

Submitted to the County Administration Office on: 6-7-23

Return Originals to: Meagan Hillman, Public Health Director

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Credit Card Authorization Request for Connie Martinez, Environmental Health Manager, credit limit at \$1000.00.

Justification or Background:

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

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 05/22/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: June 30

Item Title/Recommended Board Action

Consider approval of Task Order Contract Waiver #154, Amendment #5 to Original Contract No. 2020*0270 between Colorado Department of Public Health & Emergency Preparedness & Response and the Board of County Commissioners of Prowers County for services to improve medical and public health care preparedness, response, and recovery capabilities, funding amount is \$42,709 with term ending June 30, 2024 and authorizing Meagan Hillman to execute the document electronically.

Justification or Background: This is annual Public Health Emergency Preparedness (PHEP) funding from CDPHE. The amount has gone up this year due to restructuring at CDPHE.

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

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

Approved by the County Attorney on: 5-22-2023

DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT

CONTRACT C T 2020*270
ROUTING NO.

APPROVED TASK ORDER CONTRACT - WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00042.

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 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

CONTRACT MADE DATE: 5/1/2019

CONTRACTOR DUNS: 14854343

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2019,
whichever is later. The contract shall end on 06/30/2020.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: \$21,180.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

FEDERAL FUNDING DOLLARS: \$21,180.00

STATE FUNDING DOLLARS: \$0.00

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$21,180.00

STATE REPRESENTATIVE:

Melanie Simons

PRICE STRUCTURE: Cost Reimbursement

PHEP Grant Branch Manager

CONTRACTOR REPRESENTATIVE:

Colorado Dept. of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

Meagan Hillman
Prowers County Public Health
1001 South Main Street Lamar,
Colorado 81052-3838

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

Task Order CMS Number: 129553

Contract Routing Number: CT 2020*270

CONTRACT AMENDMENT #5**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2020*0270		
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				Amendment Contract Number: 2024*0106 Amendment #5		
Contract Performance Beginning Date: July 1, 2019				Current Contract Expiration Date: June 30, 2024		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0270	\$21,180.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$21,180.00
Contract Amendment #1	2020*0270 Amendment #1	\$0.00	\$0.00	\$0.00	07/01/2019-06/30/2020	\$0.00
Contract Amendment #2	2020*0270 Amendment #2	\$20,424.00	\$0.00	\$0.00	07/01/2020-06/30/2021	\$20,424.00
Contract Amendment #3	2022*0111 Amendment #3	\$20,382.00	\$0.00	\$0.00	07/01/2021-06/30/2022	\$20,382.00
Contract Amendment #4	2023*0207 Amendment #4	\$19,992.00	\$0.00	\$0.00	07/01/2022-06/30/2023	\$19,992.00
Contract Amendment #5	2024*0106 Amendment #5	\$42,709.00	\$0.00	\$0.00	07/01/2023-06/30/2024	\$42,709.00
Current Contract Maximum Cumulative Amount						\$124,687.00

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

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The Parties entered into the agreement to upgrade the public health departments ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

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

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit 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 2024 Budget.
- D. The Parties now agree to modify Exhibit E, Statement of Work, of the agreement. Exhibit E, Statement of Work, is deleted and replaced in its entirety with Exhibit E, Statement of

Work, attached to this Amendment for the following reason: To issue the fiscal year 2024 Statement of Work.

- E. The Parties now agree to modify Exhibit F, Federal Provisions. Exhibit F, Federal Provisions, is deleted and replaced in its entirety with Exhibit F, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification 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 AND ENVIRONMENT (CDPHE)
DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)
12-MO BUDGET

Agency Name	Prowers County Public Health
Budget Period	FY24
Project Name	PHEP

Agency Contact Name, Title	Jo Lynn Idler, EPR Coordinator
Phone	(719) 336-8721 ext 211
Email	jidler@prowerscounty.net
Fiscal Contract Name, Title	Meagan Hillman, PH Director
Phone	(719) 336-8721 ext 212
Email	mhillman@prowerscounty.net
Date Completed	4/14/2023

All budget numbers are estimates

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	\$ 108,055.92	\$ 20,478.72	7%	\$ 8,997.42
Emergency Preparedness Response Coordinator	Coordinates all Emergency Preparedness Response Activities and Oversee all Emergency Preparedness Response Deliverables	\$ 54,600.00	\$ 14,967.84	20%	\$ 13,913.57
Public Health Nurse, Bachelor's of Science Nurse, Registered Nurse	Responsible for Epidemiology Deliverables as outlined in SOW	\$ 69,638.40	\$ 17,019.72	13%	\$ 11,265.56
Total Personnel Services (including fringe benefits)					\$ 34,176.55
Supplies & Operating Expenses					
Item	Description of Item	Rate	Units	Total Amount Requested	
Conference Registration	Registration for Emergency Preparedness Response Coordinator to attend Colorado Emergency Management Association Conference	\$ 450.00	1	\$ 450.00	
General Office Supplies	Copies, ID Badges, Misc. office Supplies	\$ 10.00	20	\$ 200.00	
Volunteer Insurance	Clinical and Translational Sciences Institute Volunteer Insurance	\$ 3.60	15	\$ 54.00	
Food/Snacks	Light meals/snacks provided for attendees of meetings and exercises	\$ 49.99	7	\$ 349.93	
Total Supplies & Operating Expenses					\$ 1,053.93
Travel					
Item	Description of Item	Rate	Units	Total Amount Requested	
Lodging	Regional/State Meetings, Conferences and Trainings for Public Health Director and Emergency Preparedness Response Coordinator	\$ 140.00	3	\$ 420.00	
Mileage	Travel for Public Health Director and Emergency Preparedness Response Coordinator to attend Local/Regional/State meetings, conferences and trainings	\$ 0.70	475	\$ 332.50	
Meals	Meetings, Conferences and Training for Public Health Director and Emergency Preparedness	\$ 15.99	15	\$ 239.85	
Total Travel					\$ 992.35
Contractual (payments to third parties or entities)					
Subcontractor Name	Description of Item	Rate	Units	Total Amount Requested	
MEP Trained Individual**	An individual from the Southeast Region will be hired to Plan, Develop, Implement and Document any exercises needed to meet contract deliverables. This would also include any real events.	\$ 50.00	38	\$ 1,900.00	
	**We have multiple MEP trained people in our region, we can contract with, so no name is specified			\$ -	
Total Contractors/Consultants					\$ 1,900.00
TOTAL DIRECT COSTS (TDC)					\$ 38,122.83
Less: Expenses not part of indirect calculation					
Contractor in excess of \$25,000					\$ -
Rent					\$ -
Equipment					\$ -
Other Unallowable Expenses					\$ -
Total					\$ -
TOTAL DIRECT COSTS for Indirect calc					\$ 38,122.83
Indirect Costs					

Indirect Cost Rate	Description of Item	Percentage	Total Amount Requested
Federally-Negotiated Rate			\$ -
CDPHE-Negotiated Rate	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.	12.03%	\$ 4,586.18
10% De Minimis Rate			\$ -
Total Indirect			\$ 4,586.18
TOTAL Amount Requested from CDPHE			\$ 42,709.00

STATEMENT OF WORK
To Original Contract Number: 2020*0270

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 PHEP program to build public health emergency response capabilities both nationally and locally.

The Public Health Emergency Preparedness (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 show 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. CDC-Centers for Disease Control and Prevention
3. CEDRS-Colorado Electronic Disease Reporting System, will be replaced by EpiTrax in the Winter of 2023
4. CDPHE-Colorado Department of Public Health and Environment
5. CO-SHARE-Colorado State Health and Readiness Exchange
6. CVM-Colorado Volunteer Mobilizer
7. DHSEM-Division of Homeland Security and Emergency Management
8. DOC-Department Operations Center
9. EpiTrax- Disease reporting and surveillance system to be implemented replacing CEDRS in the Winter of 2023
10. EPR-Emergency Preparedness and Response
11. HAN-Health Alert Network
12. HCC-Healthcare Coalition
13. IPP-Integrated Preparedness Plan
14. LPHA-Local Public Health Agency
15. LTP-Local Transfer Point
16. Mission Drills-Emergency response drills for medical and public health professionals
17. NORS-National Outbreak Reporting System
18. OEPR-Office of Emergency Preparedness and Response
19. PHEP-Public Health Emergency Preparedness
20. POD-Point of Dispensing
21. RSS-Regional Stage and Storage
22. RTP-Regional Transfer Point

III. Work Plan:

Goal #1: To increase capacity for preparedness and epidemiology response and recovery within the Jurisdiction.

Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response, and recovery surveillance response activities, to maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and real events.

Primary Activity #1	The Contractor shall conduct timely, complete disease and outbreak investigations to implement appropriate disease control and mitigation activities.
Sub-Activity #1	<p>1. The Contractor shall create a plan to maintain access to the following trained personnel. Plans currently in use, do not need to be recreated but can be updated. Plans must include the following items:</p> <ul style="list-style-type: none"> a. Staff who monitor routine jurisdictional public health disease surveillance system; Colorado Electronic Disease Reporting System (CEDRS/EpiTrax). b. Staff who are trained to conduct routine disease investigations. c. Staff who can support surge requirements in response to disease-related events. d. Staff who can respond to emergencies that threaten public health.
Sub-Activity #2	<p>1. The Contractor shall maintain complete, accurate disease outbreak investigation data.</p> <ul style="list-style-type: none"> a. The Contractor shall enter information from the Local Public Health Agency (LPHA)-conducted disease and outbreak investigations into the designated statewide surveillance system (CEDRS/EpiTrax). <ul style="list-style-type: none"> i. Data entry shall be completed within three business days of investigation or interview.
Sub-Activity #3	<p>1. The Contractor shall assess disease investigation metrics reports.</p> <ul style="list-style-type: none"> a. The Contractor shall resolve any issues identified in the reports. b. The Contractor shall record each disease investigation metrics issue resolution in the Grant Reporting Spreadsheet.
Sub-Activity #4	<p>1. The Contractor shall submit timely, complete Outbreak Reports for LPHA led outbreaks for the following reports:</p> <ul style="list-style-type: none"> a. Initial Outbreak report. b. Final Outbreak report.
Sub-Activity #5	<p>1. The Contractor shall submit timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA:</p> <ul style="list-style-type: none"> a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks which transmission methods include: <ul style="list-style-type: none"> i. contact with environmental sources, ii. through infected people or animals, iii. an indeterminate/unknown mode.
Sub-Activity #6	1. The Contractor shall respond to incidents with public health implications within the jurisdiction to implement appropriate disease control and mitigation activities.
Primary Activity #2	The Contractor shall assess specific 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-Activity #1	<ol style="list-style-type: none"> 1. The Contractor shall maintain awareness of communicable disease trends and threats in their jurisdiction. <ol style="list-style-type: none"> a. The Contractor shall regularly assess surveillance data for their jurisdiction. b. The Contractor shall regularly review surveillance data for their jurisdiction. c. The Contractor shall attend statewide Communicable Disease calls. d. The Contractor shall meet at least quarterly with the Field Epidemiologist assigned to their region.
Sub-Activity #2	<ol style="list-style-type: none"> 1. The Contractor shall present public health surveillance data to include: <ol style="list-style-type: none"> a. Reports. b. Concepts. 2. The Contractor shall share data with community organizations, at a minimum of every six (6) months. Examples of topics include, but are not limited to: <ol style="list-style-type: none"> a. Public health surveillance data through a newsletter b. Public health surveillance data through a website. c. Discussing the agency's regional epidemiological response plan. d. Reviewing an outbreak investigation. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response. g. Training for HCCs to address identified gaps in communicable disease response. 3. The Contractor shall submit reports to the Grant Reporting Spreadsheet to include the following: <ol style="list-style-type: none"> a. The date of the presentation. b. A Brief Topic Synopsis.
Primary Activity #3	The Contractor shall support disease prevention and response among people at higher risk of communicable disease infections.
Sub Activity #1	<ol style="list-style-type: none"> 1. The Contractor shall coordinate with community stakeholders that shall include agencies such as: <ol style="list-style-type: none"> a. Organizations supporting people experiencing homelessness. b. Correctional facilities. c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare agencies. g. Organizations supporting seasonal workers. h. Organizations supporting migrant workers. i. Organizations supporting people with disabilities. j. Organizations supporting people with chronic conditions.
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 planning.	
Primary Activity #1	The Contractor shall participate in the development or update of the Regional All-Hazards Integrated Preparedness Plan (IPP) to include four years of progressive exercise planning.
Sub-Activity #1	<ol style="list-style-type: none"> 1. The Contractor shall complete one of the following: <ol style="list-style-type: none"> a. The contractor shall update their existing plan. b. The contractor shall develop a new plan.
Primary Activity #2	The Contractor shall develop or update the Distribution Plan.

Sub-Activity #1	1. Updates to the plan shall include the following: a. Ordering process, b. Transportation methods, c. Storage details, d. Supply management, e. Point of contact(s), f. Facility address.
Primary Activity #3	The Contractor shall meet 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 assure collaboration with at least one (1) of the following: a. Fatality management partners in their jurisdiction. b. Mass care partners in the jurisdiction.
Sub-Activity #1	1. The Contractor shall participate in one of the following events: a. Attend an existing meeting with these partners to confer about information sharing, coordination and key response roles. b. Hold a meeting with these partners to confer about information sharing, coordination and key response roles.
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 public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary and alternate Colorado Volunteer Mobilizer (CVM) administrator.
Primary Activity #3	The Contractor shall participate in an "Ordering and Receiving" CDPHE Developed webinar once per fiscal year.
Primary Activity #4	The Contractor shall participate in at least one training event or informational meeting offered by the Division of Homeland Security and Emergency Management (DHSEM) Access and Functional Needs (AFN) Team.
Primary Activity #5	The Contractor shall develop an ESF 8 resilience plan.
Sub-Activity #1	1. The Contractor shall implement a one (1) day consultation with the CO-CARES team at CDPHE to learn about ways to strengthen individual, team and system resilience.
Objective #3: 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.
Sub Activity #1	1. Responses to the Office of Emergency Preparedness and Response (OEPR) drills may be made by one or more of the following methods: a. Email. b. Phone. c. SMS Text. d. Radio.

	<p>2. Responses to the Communicable Disease drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> a. Email. b. Phone. c. SMS Text. d. Radio.
Primary Activity #2	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE).
Sub Activity #1	<p>1. The Contractor shall update the contact list a minimum of two (2) times per year or when:</p> <ul style="list-style-type: none"> a. Contact information changes. b. New Emergency Preparedness and Response (EPR) staff are added. c. Primary Communicable Disease staff change.
Primary Activity #3	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills conducted by CDPHE.
Primary Activity #4	The Contractor shall update and maintain jurisdictional contact lists for communication with local partners.
Sub Activity #1	<p>1. Redundant communication system contact lists shall be kept up-to date. Systems may include but not be limited to:</p> <ul style="list-style-type: none"> a. The Health Alert Network (HAN) message system, b. Exercise and drills spreadsheets, c. Other jurisdictional tracking systems.
Sub-Activity #2	1. The Contractor shall utilize contact lists to receive and distribute relevant public health and epidemiological information.
Sub-Activity #3	1. The Contractor shall submit HAN reports twice per year.
Primary Activity #5	The Contractor shall conduct semi-annual drills to test redundant forms of communication among its partners.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for disaster drills and events.
Sub Activity #1	<p>1. The Contractor shall conduct a minimum of two (2) of the following events that include all the Volunteers under the Administrator:</p> <ul style="list-style-type: none"> a. Mission drills b. Real events <p>2. The Contractor shall use the CVM system for scheduling mission drills.</p> <p>3. The Contractor shall use the CVM system for real disaster events.</p>
Primary Activity #7	The Contractor shall conduct a distribution Tabletop exercise utilizing CDPHE guidance document.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide a location to access the Grant Reporting Spreadsheet. 3. 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 <i>CDPHE Communicable Disease Manual</i> (https://cdphe.colorado.gov/communicable-disease-manual) in the “CDPHE Guidance on Diseases Needing Case Investigation” (https://docs.google.com/document/d/1AHrfRPtAowOlhHud5oRWzmf3MC5vEohN9W071QxMOPM/edit). 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 4. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreak. Guidance for many conditions can be found in the <i>CDPHE Communicable Disease Manual</i> (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. This website is incorporated and made part of the contract by reference. <ol style="list-style-type: none"> a. CDPHE CDB will provide the most up to date guidance as needed. 5. The Contractor shall comply with CDPHE requirements in the use of CEDRS and EpiTrax for data reporting including complete data entry for required fields. 6. The Contractor shall comply with reporting requirements when completing the Center for Disease Control and Prevention (CDC) <i>National Outbreak Reporting System (NORS)</i> 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 7. The Contractor shall complete disease and outbreak investigations with primary reporting responsibilities using established guidance and best practices. 8. The contractor shall not distribute public health surveillance data for counties outside of their jurisdiction without prior written approval from the jurisdiction whose data is requested. Approval will allow the following: <ol style="list-style-type: none"> a. The extraction of data from another jurisdiction. b. Downloading another jurisdictions Data. c. The analysis of Data obtained from another jurisdiction. d. Interpreting another jurisdictions data. 9. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. 10. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls. 11. CDPHE will supply disease reporting and investigation metrics reports in August 2023 and February 2024. 12. The Contractor shall comply with CDPHE requirement for outbreak reporting.
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	<p>13. The Contractor shall demonstrate participation in the Regional All-Hazards Integrated Preparedness Plan (IPP) by one of the following:</p> <ol style="list-style-type: none"> Retaining sign-in sheets, Providing meeting minutes, Sharing an email. <p>14. CDPHE shall provide a guidance document for quarterly meetings between Public Health and Emergency Management partners.</p> <p>15. The Contractor CVM administrators, both primary and alternate shall:</p> <ol style="list-style-type: none"> Have completed CVM Administrator training within the past 24 months. Signed the yearly confidentiality agreement. Be recognized by CDPHE as a CVM Administrator. <p>16. CDPHE will provide quarterly CVM Administrator training for LPHA's.</p> <p>17. CDPHE will provide ESF 8 development guidance by July 31st 2023.</p> <p>18. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.</p> <ol style="list-style-type: none"> Redundant Communication Drills (radios) will focus on the following: Information sharing between the state and local department operations centers (DOC). Communication between the Regional Stage and Storage (RSS), Regional Transfer Point (RTP) and Local Transfer Point (LTP)s. <p>19. CDPHE will provide access to the Communication Drill Reporting Spreadsheet via COSHARE.</p> <p>20. Local operational sites include the following:</p> <ol style="list-style-type: none"> DOC Open Point of Dispensing (POD) Closed POD RTP LTP HCC member agencies <p>21. CDPHE will provide guidance for Tabletop exercises by September 30th, 2023.</p>
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	<ol style="list-style-type: none"> NORS forms are complete. Outbreak Summary Reports are complete. Disease investigations conducted by the Contractor are timely and complete. Grant Reporting spreadsheet is complete for all deliverables. Updated Regional All-Hazards Integrated Preparedness Plan (IPP). Improved collaboration between public health and emergency management. Participation in Emergency Preparedness drills and exercises. Updated Distribution Plan.

		Completion Date
Deliverables	1. The Contractor shall submit the meeting minutes from quarterly meetings via CO-SHARE.	No later than Sept. 30, 2023 for first submission, Dec. 31, 2023 for second submission, March 31, 2024 for third submission, and June 15, 2024 for the fourth submission
	2. The Contractor shall submit their personnel plan identifying how they will maintain access to trained personnel to the CDPHE Contractor via CO-SHARE.	No later than September 30, 2023
	3. The Contractor shall submit all agency- initiated drill report information in the Communications Drill Reporting Spreadsheet via CO-SHARE.	No later than Dec. 31, 2023 for the first submission and June 15, 2024 for the second submission
	4. The Contractor shall submit documentation of participation in the development of the Regional All-Hazards Integrated Preparedness Plan (IPP) via CO-SHARE.	No later than June 15, 2024
	5. The Contractor shall submit the Distribution Plan via CO-SHARE.	No later than June 15, 2024
	6. The Contractor shall submit an agenda and meeting minutes for collaboration sessions with partners via CO-SHARE.	No later than June 15, 2024
	7. The Contractor shall submit copies of CVM administrator training certificates with confidentiality agreements for their primary and alternate administrators via CO-SHARE.	No later than June 15, 2024
	8. The Contractor shall submit the date and time of the CDPHE webinar completed into the Grant Deliverable Tracker.	No later than June 15, 2024
	9. The Contractor shall submit the sign in sheet(s) for the DHSEM AFN training events or informational meetings via CO-SHARE.	No later than June 15, 2024
	10. The Contractor shall submit all contact list(s) via CO-SHARE.	No later than June 15, 2024
	11. The Contractor shall submit a draft ESF8 resilience plan via CO-SHARE.	No later than June 15, 2024
	12. The Contractor shall submit CVM reports for two (2) completed mission drills or real events via CO-SHARE.	No later than June 15, 2024
	13. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2024
	14. The Contractor shall resolve issues related to missing data in CEDRS or Epi Trax for conditions investigated by the LPHA.	No later than two (2) weeks after receiving a missing data report
	15. The Contractor shall submit NORS forms for outbreak reporting via CO-SHARE.	No later than two months from first illness onset

	16. The Contractor shall submit outbreak summary reports for LPHA led outbreaks via CO-SHARE.	No later than six (6) months from first illness onset
	17. The Contractor shall report outbreaks identified in their jurisdiction to CDPHE via CO-SHARE.	No later than one (1) business day from identification
	18. The Contractor shall resolve issues related to timely and complete submission of NORS forms and outbreak reports via CO-SHARE.	No later than two (2) weeks from notification of missing or incomplete reports from CDPHE
	19. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports and resolution via the Grant Reporting Spreadsheet.	No later than one (1) month after receiving the report
	20. 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, 2024
	21. 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
	22. The Contractor shall submit a brief summary of their role in 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

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 time line, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Program Manager or designee and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this contract.

Exhibit F**Federal Provisions – Public Health Emergency Preparedness**

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 NU90TP922028
- d. The Federal award date is 6/22/2022
- e. The subaward period of performance start date is 7/01/2019 and end date is 6/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
07/21/2022 - 06/30/2023	\$46,763,580.00	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Daniele Ngantou, Public Health Advisor ywz0@cdc.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 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 Preparedness.
- 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: 6-13-23

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 5-22-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 5-22-2023 email poll approval of a Letter of Congratulations sent to Mr. John Hainer for 2023 CHSAA Track and Field 1A State Championship in both shot and discus throw.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____



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 23, 2023

Mr. John Hainer
111 S. Dugger Ave
Bristol, CO 81047

RE: 2023 CHSAA Track and Field 1A State Championships

John,

We wish to extend to you our congratulations for winning the 2023 CHSAA Track and Field 1A State Championship in both shot put and discus throw. We understand that your shot put throw also set a Colorado State record for Class 1A.

Your championships and state record reflect your hard work, dedication, and commitment to excellence. You are truly a champion and a great ambassador, not only for Granada, but for all of Prowers County. We wish you the very best in all of your future endeavors.

Sincerely,

Board of County Commissioners for Prowers County, Colorado

A handwritten signature in cursive script that reads "Ron Cook".

Ron Cook, Chair

A handwritten signature in cursive script that reads "Wendy Buxton-Andrade".

Wendy Buxton-Andrade, Vice-Chair

A handwritten signature in cursive script that reads "Thomas Grasmick".

Thomas Grasmick, Commissioner

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 6-13-2023

Submitter: Darren Glover, PATS Director

Submitted to the County Administration Office on: 5-26-2023

Return Originals to: Jana Coen & Darren Glover

Number of originals to return to Submitter: 2

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider ratifying 5-26-2023 email poll approval of Lower Arkansas Valley Area Agency on Aging (LAVAAA), Title III-B Older Americans Act Services and State Funding for Senior Services, grant application period July 1, 2023 - June 30, 2024 for Prowers Area Transit.

Justification or Background:

Annual Grant Application

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 5-26-2023



advocacy | action | answers on aging

**Lower Arkansas Valley
Area Agency on Aging**

**ASSURANCE OF COMPLIANCE
Title III Older Americans Act Services and/or
State Funding for Senior Services
July 1, 2023 – June 30, 2024**

The applicant agency understands that the following provisions and requirements are part of the official application and contract, and as such, become binding upon the conduct of the project, and understands that failure to comply may result in contract suspension and/or termination. The applicant agency has carefully examined the assurances and assures that during the project year, the applicant agency will comply with all pertinent and prevailing laws, regulations, and ordinances of Federal, state, and local governments, including:

- The Older Americans Act (OAA) of 1965, as amended, Pub. L. No. 89-73 and the Older Coloradans Act (OCA) CRS § 26-11-100 through 26-11-207
- Code of Federal Regulations (CFR), Title 45 Public Welfare
- Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 394 (Non-discrimination on the basis of handicap)
- Title VI and VII of the Civil Rights Act of 1964, Pub. L. No. 88-352 (Non-discrimination on the basis of race, color, religion, sex, age, handicap, or national origin)
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 *et seq.*
- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.* and implementing regulations
- Colorado Department of Human Services, Aging and Adult Services Division, State Unit on Aging (SUA), Policies & Procedures Manual and OAA Volume 10
- All applicable state and local health, fire, safety, building, zoning, and sanitation laws, ordinances, or codes

WORK PERFORMED OUTSIDE THE UNITED STATES OR COLORADO

The agency certifies all work performed under this contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the description of work. If work under this contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the description of work as pursuant to CRS § 24-102-206.

RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE OR OTHER INTELLECTUAL PROPERTY

All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the agency in performance of its obligations under this contract shall be the exclusive property of LAVAAA. Unless otherwise stated, all such materials shall be delivered to LAVAAA by the agency upon completion, termination, or cancellation of this contract. Agency shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the agency's obligations under this contract without prior written consent of LAVAAA. All documentation, accompanying the intellectual property or otherwise, shall comply with LAVAAA's requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

CONFLICT OF INTEREST

During the term of this contract, the agency shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the agency fully performing its obligations under this contract. Additionally, the agency acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of LAVAAA. Thus, the agency agrees to refrain from any practices, activities, or relationships which could reasonably be considered to be in conflict with the agency fully performing its obligations to LAVAAA under the terms of this contract, without the prior approval of LAVAAA. In the event that the agency is uncertain whether the appearance of a conflict of interest may reasonably exist, the agency shall submit to LAVAAA a full disclosure statement setting forth the relevant details for LAVAAA's consideration and direction. Failure to promptly submit a disclosure statement or to follow LAVAAA's direction in regard to the apparent conflict shall be grounds for termination of the contract.

RECORDS MAINTENANCE, PERFORMANCE MONITORING & AUDITS

The agency shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other agency records. The agency shall protect the confidentiality of all records and other materials containing personally

identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the agency about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The agency shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The agency authorizes LAVAAA to perform audits and/or inspections of its records to assure compliance with the contract terms and/or to evaluate the agency's performance. The agency shall permit LAVAAA to monitor all activities conducted by the agency pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, or formal audit examinations. All such monitoring shall be performed in a manner that will not unduly interfere with contract work. Activities conducted under Title III and/or SFSS are subject to audit in accordance with generally accepted auditing standards, including the Single Audit Act of 1984, as amended; the provisions of the United States General Accounting Office (U.S. GAO) "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as they pertain to financial and compliances audits; and 2 CFR 200, formerly known as the Office of Management and Budget (OMB) Circular A-133 and Government Audit Standards.

CRIMINAL BACKGROUND CHECK

Pursuant to CRS § 27-90-111 and the Department of Human Services (DHS) 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 CRS § 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 submit to a criminal background check and report any arrests, charges, or summonses for any disqualifying offense as specified by CRS § 27-90-111 to LAVAAA. Any contractor or its agent(s) who does not comply with CRS § 27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of LAVAAA, be suspended or terminated.

PUBLIC CONTRACTS FOR SERVICES

[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify program or the Department program established pursuant to CRS § 8-17.5-101 and CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996

Federal law and regulations governing the privacy of certain health information requires a Business Associate Contract between LAVAAA and the agency per 45 CFR Section 164.504(e). If applicable to this contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

PROGRAM & ADMINISTRATION

The agency shall:

- Understand that failure to comply with any requirements of the award may result in a suspension and/or termination of the contract pursuant to 45 CFR 74.61.
- Agree to advise LAVAAA of needed program and financial changes and await approval from LAVAAA prior to change implementation.
- Understand that if there are Title III and/or SFSS unearned at the time the contract is terminated, this amount must be returned to LAVAAA.
- Understand that this award is made for the period and amounts stated in the contract, subject to the availability of funds, and constitutes a ceiling for Federal/state participation, unless revised. The contract in no way implies further funding which is contingent upon the availability of funds and approval of future project applications.
- Understand that funding is dependent upon completion of the objectives of the program as outlined in the application for which these funds were originally contracted.
- Not use Title III or SFSS to pay for fines, penalties, or to replace funds from non-Federal sources; make substantial efforts to obtain support from private sources and other public organizations for services funded by Title III.
- Not use Title III or SFSS to duplicate services which may be funded through Medicaid, Medicare, Social Security Act Title XX, or other available Federal, state, or local sources.
- Agree to maintain adequate insurance coverage, with the State of Colorado named as Additional Insured, which will provide reasonable protection against the risks involved under the activities of the applicable programs.
- Agree to maintain an inventory of all items and equipment purchased with Title III and/or SFSS and provide such records to LAVAAA upon request. Permission must be obtained from LAVAAA prior to any transfer or disposition of property, equipment, or supplies purchased with Title III and/or SFSS.
- Forward to LAVAAA for review prior to subcontract negotiations any subcontracts held or initiated by the agency which involve expenditures to be charged to the Title III and/or SFSS contract.
- Have an applicant advisory board that meets regularly to provide the contract recipient with guidance in the operation of the program. This board will include a substantial representation of elderly persons.
- Maintain the confidentiality of information relating to specific consumers by:
 - Assuring that such information is gathered only with the informed consent of the consumer and is used only for the purpose(s) gathered.

- Assuring security of records is maintained to prevent unauthorized use.
- Assure that a waiting list for the services offered under this agreement is developed, maintained, and made readily available for review by LAVAAA and/or SUA. This procedure will be in accordance with the policy of LAVAAA.
- Ensure that applicants to or consumers of services are advised of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals are processed and tracked according to the policy of LAVAAA.
- Assure agency policy and procedures manual includes local emergency preparedness documentation.

ACCOUNTING & REPORTING

The agency shall:

- Have a financial accounting system(s) adequate to handle the accounting of all income and expenditures pursuant to 45 CFR 74.21.
- Maintain such accounts and documents as will serve to permit determination at any time of the status of funds within the award, including the disposition of all monies received, and the nature and amount of all charges claimed against such funds pursuant to 45 CFR 74.21.
- Ensure that programmatic and fiscal data are on file and available to LAVAAA including service expenditures, local cash, in-kind, and program income.
- Track expenditures and if needed, develop actions plans to correct deficiencies and advise LAVAAA in a timely manner of plans.
- Keep records and make reports on the forms prescribed by LAVAAA and in accordance with guidelines issued by SUA:
 - Agency will submit monthly Request for Reimbursement reports to LAVAAA by the tenth (10th) day (or last working day before the tenth) following the month reported on forms prescribed by LAVAAA.
 - Agency will submit detailed final financial report within forty-five (45) days after the end of the project year.
 - Agency agrees to submit any other reports to LAVAAA as requested.
- Understand that failure to submit required fiscal reports in a complete, accurate form by the tenth (10th) day following the month reported shall result in no Request for Reimbursement being processed until such time as all reporting requirements have been met.
- Develop a self-evaluation system which will provide adequate feedback from the recipients of services, the results of which must be made available upon request to LAVAAA for planning and evaluation purposes.
- Agree to request technical assistance from LAVAAA as necessary and provide training and technical assistance to staff and providers regarding data entry methods.

MATCHING

The agency shall:

- Agree to provide local match in the required amounts and to sustain a local

maintenance of effort in the amounts and percentages required by the contract. If the actual costs vary from the amounts specified, the local share will not be less than the required cost sharing percentages:

- SFSS: 10% (1/9th of the total allocation)
 - Title III Part B, C: 10% (1/9th of the total allocation)
 - Title III Part E: 25% (1/3rd of the total allocation)
- Maintain documentation to support all in-kind and/or local cash match and provide documentation in order to permit determination at any time of the status of that contribution.
- Not use the local cash and/or in-kind match for a Title III and/or SFSS contract to fulfill matching requirements for other Federal funds.
- Ensure that cash and/or in-kind match contributed shall not consist of Federal funds or general program income, except as provided in 45 CFR 74.23.
- Understand that Title III and/or SFSS cannot be used to reimburse costs generated by in-kind contributions.

VOLUNTARY CONTRIBUTIONS

Agency will ensure that consumers' voluntary contributions are handled and safeguarded according to LAVAAA policy and are responsibly collected while ensuring the anonymity of the consumer. The agency shall:

- With regard to participants:
 - Provide participants receiving service(s) the free and voluntary opportunity to contribute to all or part of the cost(s) of the service(s) provided.
 - Protect the privacy of each participant with respect to his or her contribution(s).
 - Allow each participant to determine for him/herself if/what he/she is able to contribute toward the cost(s) of service(s). No participant shall be denied service(s) or limited service(s) because of not contributing to the cost(s) of service(s).
- With regard to contributions:
 - Establish appropriate procedures to safeguard and account for all contributions.
 - Use all contributions to expand the services of the Title III and/or SFSS contract.
 - Handle all contributions received from participants in such a manner so as not to differentiate among individual contributions publicly.
 - Account for income received from contributions according to one of the authorized methods described in 45 CFR 74.24, consistent with regulations governing program income.
 - Adhere to the following minimum standards:
 - All employees and volunteers designated to handle contributions shall be bonded.
 - Contributions collected for each project shall be counted by two (2) designated employees or volunteers who will certify the amount.

- A form shall be designed by each project to account for the daily collections at each project site. The form shall provide, at a minimum: the date and name of the site; the total amount collected; the signatures of the two (2) individuals counting the money and certifying the amount collected; and if the monies are transmitted to the central office, the signature of the employee who received the site collections on behalf of the central office. The completed collection forms shall be kept on file at the central office for audit purposes.
- The amount collected as recorded on the collection form shall be compared with the corresponding bank deposit with the amount of any shortage or overage noted on the collection form and initialed by the Project Director. An explanation or comment on any discrepancy of more than ten (10) dollars shall also be provided.

INFORMATION & ASSISTANCE

All recipients of Title III and/or SFSS shall provide for Information & Assistance Services sufficient to ensure that all older adults within the service area have reasonable, convenient access to information concerning services, benefits, and opportunities. This program includes one-on-one or group contacts between the information and assistance provider and consumer and/or caregiver. The agency shall:

- Evaluate the needs and capacities of consumers.
- Develop and maintain current information about opportunities, benefits, services, and resources available to consumers within the community and provide those to the consumer and/or caregiver.
- Refer consumers to needed services, including initiating an arrangement between the consumer or caregiver and the service provider, if necessary, and advocating with agencies on the behalf of consumers.
- Where practical, follow up to ensure that the consumer and/or caregiver have been able to access the services available.
- Provide additional assistance to the consumer and/or caregiver in locating or accessing needed services, if necessary.
- Employ, where feasible, specially trained staff to assess the needs of older adults and inform older adults of the opportunities and services which are available and assist older adults to utilize the opportunities and services.
- In areas where five (5) percent or more of consumers speak a language other than English as their principal language, provide information and assistance in that language.

TARGETING

The agency shall:

- Advertise the availability of services to elderly persons, families of elderly persons, and service providers via posters, multi-purpose senior centers, free to low-cost public service announcements on radio or television, newspaper advertisements, and listings in local resource directories.
- Seek to serve eligible consumers, with particular attention to:

- Older individuals with greatest social need.
- Older individuals with greatest economic need.
- Older individuals at risk for institutional placement.
- Low income minority individuals.
- Older individuals with limited English proficiency.
- Older individuals residing in rural areas.
- Comply with all procedures which may be developed by LAVAAA regarding:
 - Training and use of elderly and other volunteers and paid personnel.
 - Coordination with other service providers in Region 6.
 - Information and Referral activities to ensure the reasonable, convenient access to information concerning services, benefits, and opportunities.

OUTREACH

Outreach efforts shall have special emphasis on reaching those with greatest economic or social needs, with particular attention to low income minority individuals in at least the same proportion as the population of low income minority individuals bears to the population of older adults. This program includes interventions with consumers and/or caregivers for the purpose of identifying potential consumers and encouraging the consumer and/or caregivers' use of existing services and benefits. The agency shall:

- Conduct outreach activities throughout the Plan Service Area (PSA) to identify consumers and their caregivers.
- Establish communication with the local news media to inform the public of available services and opportunities to contribute to the planning and implementation of services for seniors.
- Establish linkages with information and referral programs within the service area to ensure that consumers have access to information about available services and opportunities.
- In areas where five (5) percent or more of consumers speak a language other than English as their principal language, provide outreach, information, and assistance services in that language.

CAREGIVER SERVICES

Caregiver services shall meet the requirements described in OAA Volume 10. These services shall include, but are not limited to, information, access assistance, respite, counseling, and supplemental services, such as medical equipment, offered to caregivers of consumers and grandparents raising children under the age of eighteen.

LEGAL SERVICES

This program is established to offer advice, counsel, and legal intervention for eligible consumers regarding issues such as public benefits, health care, financial exploitation, consumer problems, advanced directives, and guardianship. Older adults often experience issues that threaten their autonomy, dignity, rights, and security; and for some consumers these issues require legal intervention. The agency shall:

- Comply with the standards described in the Colorado Legal Assistance Policies and Procedures Manual (Statewide Standards for Title IIIB Legal Assistance in Colorado) and OAA Volume 10.
- Work cooperatively and appropriately to resolve any issues noted by the Colorado Legal Assistance Developer (CLAD), e.g. during the CLAD's onsite evaluation. The CLAD operates under contract with the State to provide oversight, technical assistance and consultation for the local legal assistance providers.

TRANSPORTATION SERVICES

The agency shall make transportation and assisted transportation available to consumers for the purpose of accessing services necessary to remain independent and socially integrated in the community. The agency shall:

- Not use Title III and/or SFSS to pay for transportation or assisted transportation if such transportation is offered or covered through other Federal or state programs for which the consumer may be eligible.
- Have all necessary licenses, approvals, or certifications required by Federal, state, and local law or regulation.
- Be licensed by the Public Utilities Commission (PUC) and assure that their drivers, vehicles, and auxiliary equipment meet all applicable regulations and standards for passenger and vehicle safety, maintenance requirements, and minimum insurance coverage.

NUTRITION SERVICES

The agency shall provide an array of nutrition services, including nutrition education, screening, assessment, and counseling; therapeutic meals; medical foods as feasible and appropriate; and meal preparation and delivery to senior centers, dining centers, nutrition sites, and consumer residences. The program promotes and emphasizes comprehensive preventive approaches utilizing community nutrition services to maintain the health and independence of consumers. The agency shall:

- When prescribed as necessary to treat a diagnosed medical condition, provide or make referrals to resources for medical nutritional food as a meal replacement.
- Contract with a registered dietitian to approve menu nutrient content compliance, approve nutrition education materials, and provide nutrition counseling.
- Coordinate consultations between the registered dietitian and the Nutrition Director or dietetic technician registered to determine feasibility and appropriateness of modified diets and medical nutritional foods, monitor method of nutrient analysis, monitor referrals to internal and external nutrition resources, review food safety and sanitation monitoring, and review food service operations training.
- Provide information and assistance about the Supplemental Nutrition Assistance Program (SNAP) to consumers who may be eligible for such benefits and inform consumers if the nutrition program accepts SNAP.
- Provide home delivered meal services to older adults with an emphasis on those of greatest social or economic need, with particular attention to low income minority consumers and consumers residing in geographically isolated areas.
- Perform initial assessment and homebound status assessment every six months to ensure or determine eligibility and provide home delivered meals only to consumers

determined to be homebound or geographically isolated.

- Provide meals that:
 - Comply with the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture.
 - Provide each participating consumer a minimum of 33 1/3 percent of the medically recognized daily recommended dietary allowances or references for dietary intake if only one meal per day is provided; or 66 2/3 percent of the allowances if two (2) meals per day are provided; or 100 percent of the allowances if three (3) meals per day are provided.
 - Are adjusted, as feasible and appropriate, to the maximum extent practical to meet any special dietary needs of program consumers including, special health, religious, or ethnic requirements.
 - Have been specially modified and approved by a registered dietitian to meet therapeutic, religious, or ethnic requirements as feasible and appropriate, but may not meet the minimum dietary requirements.
- With regard to Menu Cycles and Analysis:
 - Ensure OAA meals meet the 33 1/3 percent DRI standard from the most current release from the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. These quantifiable reference values of nutrients are used in the nutrition program to maintain nutritional adequacy, promote health, and reduce risk of disease. Nutrition program menus shall comply with the Dietary Guidelines for Americans, published from the United States Department of Health and Human Services and the United States Department of Agriculture.
 - Maintain and make available for review an approved copy of the menu cycles and analyses on file at the nutrition site(s), and available for review by LAVAAA or SUA at any time.
 - Analyze menus and recipes using a nutrient analysis software package to ensure compliance with the Dietary Guidelines for Americans, Recommended Dietary Allowances, and Dietary Reference Intakes, and have them approved by a registered dietitian.
 - Use only tested quality recipes, adjusted to yield the number of servings.
 - Document substitutions or deviations from the approved menu(s).
 - Maintain menu cycles and nutrient analysis for a minimum of three (3) years for audit purposes unless disposition is authorized by SUA.

NARRATIVE

TITLE IIIB

SECTION 1: Project Direction: Prowers County covers 1,638 square miles with 6 communities (Wiley, Lamar, Bristol, Hartman, Granada and Holly). Prowers County population is 11,854. This is using the 2022 Census estimated information. Title IIIB funding helps provide transportation services for the senior citizens of Prowers County. Prowers Area Transit provides Transit services for the residents of Prowers County. Prowers Area Transit targets senior citizens, low-income and handicapped individuals but are available to the general public. PATS bring senior citizens to the Lamar Community Resource and Senior Center Wednesday through Friday for nutritional meals provided by SAGE Services. Senior Citizens can call dispatch for reservations up to 30 days in advance for all rides. This gives the senior citizens of Prowers County 'freedom' in making their own decisions on when and where they go and not having to 'bother' family and friends for rides. Many of our Senior Citizens no longer have family and friends in the area to depend on. With PATS, this gives the county's senior citizen the ability to stay in their own homes longer by providing them with the ability to do so. In 2022, Prowers Area Transit provided 3,395 rides to senior citizens in Prowers County. As of May 22, 2023, Prowers Area Transit has provided 1,223 rides for the senior citizens of Prowers County. With the end of the pandemic, we are seeing our ridership increasing as the residents are feeling safer utilizing Public Transit. Prowers Area Transit coordinates with the Lamar Senior Citizens Inc., Prowers County Department of Human Services, City of Lamar, Prowers County and several local senior organizations on the best way to provide transit services to Prowers County Senior Citizens. Prowers Area Transit is the best suited to provide transit services to the senior citizens of Prowers County due to the fact that there are no other transit services in Prowers County.

SECTION 2: Project Plan: In the grant cycle of 2023-2024, Prowers Area Transit will have the following as priorities: 1. Maintaining the current number of Senior Citizens that ride our transit, Continuing the healthy environment of the Transit vehicles. 2. Increasing the registrations for Senior Citizens. 3. Increasing and/or maintaining the level of service to our Senior Citizens.

SECTION 3: Outcomes: Our outcomes for Prowers Area Transit: 1. Increase the services and resources for the Senior Citizens that utilize the transit services (to access information and/or transit to medical nutritional, employment/education and shopping sites). 2. Increase registrations for the Senior Citizens and the registrations for the individuals (senior citizens) who utilize the transit services.

SECTION 4: Information and Assistance Services: Prowers Area Transit provides necessary information to the citizens of Prowers County (i.e. Senior Citizens) through brochures, Public service announcements in the local newspaper and radio stations.

Section 5: Targeting: PATS ensure that the citizens (i.e. Senior Citizens, low-income, handicapped and general public) of Prowers County are informed of all services and resources available to them through our organization. We evaluate our services with a survey every year in June (i.e. passenger and senior citizen survey). Then these surveys are evaluated and if needed, the services are corrected and/or

increased. For the citizens with LEP (Limited English Proficiency), translators are available for our passengers in Prowers Area Transit.

SECTION 6: Outreach Services: Prowers Area Transit keeps the citizens (i.e. Senior Citizens, Low-Income, Handicapped and General Public) of Prowers County informed of the services provided by PATS. This is done by our public service ads in the local newspapers, Local radio stations and Local cable TV station. PATS distributes its brochures at all senior housing areas in Prowers County also at the Department of Human Services (Options for Long Term Care). We also keep brochures for PATS and we provide them to the Lamar Community Resource and Senior Center. Coordination between the Senior Center, Lamar Senior Citizens, Inc., Prowers County Department of Human Services, Prowers County and the City of Lamar is a must in our Outreach Program. With the annual passenger/senior citizen survey, Prowers Area Transit can evaluate the effectiveness of our outreach services to our residents (i.e. Senior Citizens, Handicapped Individuals and Low-Income) of Prowers County.

SECTION 7: Additional Information: Prowers Area Transit has received funding from LAVAAA since the early 2000's. In the last 10 years, we have received funding from the high of (Title IIIB Transportation) – in 2019 of \$12,765.00. The Low's were as follows (Title IIIB) in transportation of: in 2018 of \$4,967.00. There has been several years that PATS did not fully expend our awarded funds. The reasons behind this is as follows: Several years we did not have enough eligible expenses to submit for reimbursement. Also in 2019/2020 and 2020/2021 grant cycles we had greatly reduced ridership due to the pandemic.

Budget Worksheet for Title III-B

State Fiscal Year: 2024

July 1, 2023-June 30, 2024

Provider Name:

Prowers Area Transit

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

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

Local Cash and/or In Kind Match Calculator:

Minimum Match (Local Cash and/or In Kind) based on Total Title III-B Request	\$ 2,334	Total Match (Local Cash + In Kind) Budgeted:	\$ 2,334	Additional Match Needed (or More than Needed)	\$ -
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Note: Title III-B requires a 10% Local Cash and/or In Kind Match.

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

State Fiscal Year: 2024

Provider Name:

Prowers Area Transit

July 1, 2023-June 30, 2024

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

SERVICE	COSTS BY FUNDING SOURCE				TOTAL BUDGET	UNIT COST	TOTAL UNITS OF SERVICE	UNDUPLICATED REGISTERED PERSONS					OTHER	TOTAL UNDUPLICATED PERSONS
	TITLE III-B	LOCAL CASH	IN-KIND	PROGRAM INCOME				RURAL PERSONS	LOW INCOME PERSONS	MINORITY PERSONS	LOW INCOME MINORITY	DISABLED PERSONS		
GENERAL SERVICES														
Chore					\$ -									-
Homemaker					\$ -									-
Personal Care					\$ -									-
Transportation	\$ 21,000.00	\$ 2,334.00		\$ 2,400.00	\$ 25,734.00			50	45	15	35	23		168
Other Services (Specify)					\$ -									-
OTHER COMMUNITY BASED SERVICES														
Adult Day Care					\$ -									-
Case Management					\$ -									-
I & A (ADRC)					\$ -									-
Sr. Center Operations					\$ -									-
Other community based Services (Specify)					\$ -									-
LAVAAA SERVICES														
Adminstrative					\$ -									-
Legal Services					\$ -									-
Material Aid					\$ -									-
Ombudsman					\$ -									-
TOTAL III-B SERVICES	\$ 21,000.00	\$ 2,334.00	\$ -	\$ 2,400.00	\$ 25,734.00			50	45	15	35	23	-	168



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**Lower Arkansas Valley
Area Agency on Aging**

**REQUEST FOR PROPOSALS
Title III Older Americans Act Services and/or
State Funding for Senior Services**

The Lower Arkansas Valley Area Agency on Aging (LAVAAA) is requesting proposals from qualified organizations interested in receiving a grant funded under the Older Americans Act to provide services to seniors age 60 and older in Region 6, which includes Baca, Bent, Crowley, Kiowa, Otero, and Prowers Counties. Qualified organizations include nonprofits, for-profits, public agencies, and private incorporated organizations. Funding is available for nutrition, chore, homemaker, personal care, transportation, caregiver support, legal, senior center, and disease prevention and health promotion services. Contracts for this period will be effective from **July 1, 2023 through June 30, 2024**.

The precise level of funding is unknown at this time and will not be known until an official appropriation is made. All funding is subject to revision following award of funds in accordance with final congressional and state legislative appropriations. Funding for the initial plan will be based on State Fiscal Year 2023 funding estimated at \$655,440, appropriated into five categories:

- Title III-B: \$90,972 for transportation, legal, in-home, and senior center services
- Title III-C: \$188,715 for nutrition services
- Title III-D: \$5,906 for evidence-based disease prevention and health promotion
- Title III-E: \$37,005 for caregiver support services
- State Funds for Senior Services: \$332,842 for a variety of senior services

Service specifications and a proposal guide may be obtained at the office of the Lower Arkansas Valley Area Agency on Aging, 13 W. 3rd Street, Rm. 110, La Junta, CO 81050. Proposal guides will be mailed upon request. Completed proposals should be mailed or delivered to LAVAAA by 5:00pm, **Monday, May 22, 2023**. Applicants may contact Jim Collins at (719) 383-4844 or jim.collins@state.co.us with any questions regarding this request for proposals.

Applications, if accepted for funding, will be included as part of the contract between LAVAAA and the applicant agency. All objectives in the application will be reviewed as part of the monitoring and evaluation function of LAVAAA. LAVAAA reserves the right to award all, none, or a portion of funds to one or more applicants.

PROPOSAL INSTRUCTIONS

To be considered, all applications must correctly follow the instructions below and include all sections listed. A complete application must be submitted for EACH service type. If multiple funding sources (e.g. III-B and State Funds) are requested for ONE service, additional Submittal Pages, Services Worksheets, and Budget Worksheets must be completed for EACH corresponding funding part requested. Applications that do not include all sections below will not be accepted. Completed proposals should be mailed or delivered to **LAVAAA, 13 W. 3rd Street, Rm. 110, La Junta, CO 81050, by 5:00pm, Monday, May 22, 2023.**

Submittal Page

This is the project plan's cover page (page 6 of this packet). The applicant agency is the agency assuming legal and financial responsibility and accountability for the use and disposition of any funds awarded on the basis of this application. The project director is the person who has ultimate staff responsibility for the direction of the project for which support is being sought. If your service area includes multiple counties, please provide an approximate percentage of services in each county (e.g. County 1 (15%), County 2 (85%).

Statement of Intent & Acknowledgment of Assurance of Compliance

This is the transmittal form for the project plan and acknowledgment of administrative requirements set forth in the Assurance of Compliance document (page 7 of this packet). Do not return copies of the Assurance of Compliance document with the application. Applications will not be accepted without the required signatures.

Narrative

This section describes the overall project plan. Each section should be clearly identified; please be detailed and descriptive when completing each section.

SECTION 1: Project Direction

Describe the overall direction to be taken by the applicant agency toward the development of a comprehensive, coordinated system of services for older adults in the area to be served. Include the following:

- Identify the geographic area to be served by the project
- Identify the service(s) to be provided
- Describe the system to be utilized to provide the service(s)
- Describe coordination among the applicant agency and other agencies to ensure the best delivery of services
- Describe why the applicant agency is best suited to provide the service(s)

SECTION 2: Project Plan

Clearly identify priorities for this planning cycle in order of importance. List goals to be addressed during the planning period. These goals should relate directly to the priorities established for the service area. The plan should include a summary of expected outcomes at

the end of the plan period and serve as a performance evaluation tool throughout the next year. Specific objectives and action steps including completion dates must be included.

SECTION 3: Outcomes

Please describe anticipated project outcomes to demonstrate how the applicant agency's service(s) address the needs of older adults. Plans should concentrate less on data regarding the amount of service and more on information regarding the impact of the service on individual clients. While we will still track how many clients are served, reporting should also address:

Core Outcomes

- economic self sufficiency
- family and community connections
- health and rehabilitation
- independent living
- safety

Intervening Outcomes

- access to basic living needs
- least restrictive environment, maximum independence
- efficient provision of quality services
- non-duplication of services

SECTION 4: Information and Assistance Services

Information and Assistance (I&A) Services shall be developed sufficient to ensure all older adults within the service area have reasonable, convenient access to information concerning services, benefits, and opportunities. In an area in which five (5) percent or more of the older adults speak a language other than English as their principal language, the I&A services must be provided in that language. Please describe:

- The applicant agency's system for delivering I&A Services in the service area
- Methods used to evaluate effectiveness of I&A Services
- How the applicant agency will maintain current information with respect to the opportunities, benefits, and services available to older persons
- How the applicant agency will refer older adults to needed services using current lists of opportunities, benefits, and services for older persons, and provide follow-up as necessary
- How the applicant agency will employ, where feasible, a specially trained staff to assess the needs of older persons and to inform older persons of the opportunities and services which are available and assist older persons to utilize the opportunities and services

SECTION 5: Targeting

Describe the methods and steps to be used to ensure services are targeted to those individuals who are socially/economically disadvantaged, minorities, and/or rural. Specifically describe the targeting methods that will be used to increase the level of service provision and the techniques that will be utilized to evaluate the effectiveness of the targeting plan.

SECTION 6: Outreach Services

Outreach efforts shall have special emphasis on reaching those individuals who are socially/economically disadvantaged, minorities, and/or rural. In an area in which five (5) percent or more of the older adults speak a language other than English as their principal language, Outreach Services must be provided in that language. Please describe:

- The applicant agency's system for delivering Outreach Services in the service area to identify older adults and to inform them of the availability of services
- Methods used to evaluate effectiveness of Outreach Services
- How the applicant agency will seek and identify potential new clients and provide follow-up as necessary
- How the applicant agency will establish linkages with information and referral programs within the service area to ensure clients have access to information about available services and opportunities

SECTION 7: Additional Information

Please indicate the number of years the applicant agency has received funding from LAVAAA and the highest and lowest amounts received. If the applicant agency has in the past been unable to fully expend all awarded funds before the end of the state fiscal year, please provide an explanation and the applicant agency's plan to address this for the upcoming state fiscal year.

Budget Worksheet

Information included on the applicant agency's budget should refer to projects funded by Title III and/or SFSS only. When completing this worksheet, **choose the worksheet tab** (located at the bottom) for the funding part that corresponds to the services for which your agency is applying. *Applicants may complete **ONE worksheet** (Title III-) for their entire budget, and will be automatically considered for both Federal and State (SFSS) funding.* Please contact LAVAAA if you are interested in providing services not listed on the worksheets.

Budget Funding

- Requested Title III and/or SFSS
 - Enter the total amount of Title III and SFSS requested for the project. (You will see the amount required for Local Cash or In-Kind Match in the "Local Cash and/or In Kind Match Calculator" section at bottom of the worksheet.)
- Local Cash Match
 - Enter the total amount of funds from non-Federal third parties used for project related costs. Applicants are required to provide a 10% or 25% Local Cash OR In-Kind match depending upon funding source requested.
- In-Kind Match
 - Enter the total value of non-cash contributions from non-Federal third parties used for project related costs. This may include contributed services, space rented, or equipment used to support the project. Applicants are required to provide a 10% or 25% Local Cash OR In-Kind match depending on funding source requested.
- Program Income
 - Enter the total amount of consumer contributions expected which will be used to support the project. Applicants are required to provide opportunities for participating consumers to make voluntary and anonymous contributions toward the costs of services; applicants may not charge fees for services.

Budget Expenses

- Personnel
 - Enter salaries, wages, and fringe benefits for employees to be charged to the project. This may include administrative and/or direct service staff.
- Travel
 - Enter expenses related to service delivery. Includes mileage reimbursement, hotel charges, meals, and other allowable expenses incurred by employees and volunteers for project purposes.
- Equipment
 - Enter expenses related to equipment purchases. Includes tangible property with a useful life of more than one year and an acquisition cost of \$500 or more per unit. Prior approval is required for all purchases.
- Other Costs
 - Enter any costs other than those defined above. Includes supplies, postage, and printing. Prior approval is required for any capital expenditures, such as the acquisition of facilities and/or the cost of repairs which materially increase the useful life of the capital asset.

Services Worksheet

This worksheet identifies costs by funding source, units of service provided, and characteristics of clients served by service category. Information on this worksheet is used for contract reimbursement and performance monitoring. When completing this worksheet, **choose the worksheet tab** (located at the bottom) for the funding part that corresponds to the services for which your agency is applying. *Applicants may complete **ONE worksheet** (Title III-) for their entire budget, and will be automatically considered for both Federal and State (SFSS) funding.* Please contact LAVAAA if you are interested in providing services not listed on the worksheets.

Costs by Funding Source

Enter requested Federal and/or SFSS, required project match, projected client contributions, and all other funds. All funding sources will total under Total Budget.

Unit Cost

Enter the unit cost for each service provided. Refer to the document "Service Definitions and Entry into SAMS" for detailed service descriptions and units associated with each.

Total Units of Service

Enter the total number of units of service for each service provided under this project.

Unduplicated Registered Persons

Enter the total number of unduplicated persons age 60 and older to be served under this project and any identifying characteristics.

- *Rural:* Residing in an area that is not urbanized and has less than 2,500 inhabitants according to the State Demographer's Office. Urban residents include those living within the city limits of La Junta, Rocky Ford, or Lamar.
- *Low Income:* Having an income at or below the Federal Poverty Level
- *Minority:* American Indian/Alaskan Native, Asian/Pacific Islander, Black not of Hispanic origin, or Hispanic
- *Low Income Minority:* Having an income at or below the FPL AND a minority
- *Disabled:* Having a chronic disability attributable to mental and/or physical impairment, or a combination of impairments that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities
- *Other:* Registered consumers age 60 and older that do not fall into any of the categories listed above

**Title III Older Americans Act Services and/or
State Funding for Senior Services
Lower Arkansas Valley Area Agency on Aging
July 1, 2023 – June 30, 2024**

Applicant Agency	Prowers Area Transit
Service Area	Prowers County
Services to be Provided	Transportation Services
Funding Type Requested	Title IIIB
Project Director	Darren Glover
Address	200 East Hickory Street Lamar, Colorado 81052
Telephone and Fax	719-336-8039 -Fax-719-336-8018
Email	<u>dglover@prowerscounty.net</u>
Type of Agency	Local government

Statement of Intent & Acknowledgment of Assurance of Compliance

This project plan is submitted for the period **July 1, 2023 – June 30, 2024**. The applicant agency identified will assume full responsibility to develop and administer the annual plan in accordance with the requirements of the Older Americans Act and related State Unit on Aging Policies & Procedures.

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

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

Prowers County

Service Area

Prowers Area Transit

Applicant Agency

Darren Glover

Printed Name, Project Director

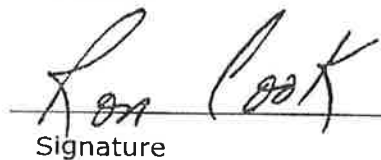

Signature

5-22-2023

Date

Ron Cook, Chairman, BOCC

Printed Name, Authorized Official

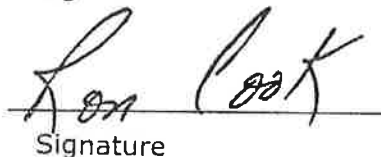

Signature

5-22-2023

Date

Ron Cook, Chairman BOCC

Printed Name, Project Advisory Board


Signature

5-22-2023

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-13-2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 05/22/2023

Return Originals to: Meagan Hillman PCPHE Director

Number of originals to return to Submitter: 2

Contract Due Date: June 30

Item Title/Recommended Board Action:

Consider approval of URHN Contract Amendment No. 1, 2023*0329, original Contract No. 2023*0329, funding in the amount of \$199,994, term of 7-1-2023 to 6-30-2024, and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: This is annual award for URHN, the grant that funds Prowers County Youth Council.

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment PSD/BHA/URHN 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 #1
Contract Performance Beginning Date: July 1, 2022	Current Contract Expiration Date: June 30, 2024
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	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
Current Contract Maximum Cumulative Amount						\$399,988.00

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.

<p align="center">CONTRACTOR</p> <p>Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of the Prowers County Public Health</p> <hr/> <p align="center">By: Signature</p> <p>Meagan L Hillman</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>Director</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
<p>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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of State Controller Delegate</p> <hr/> <p align="center">Title of State Controller Delegate</p> <hr/> <p>Amendment Effective Date: _____</p>	

-- Signature and Cover Pages End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The Parties entered into the agreement to reduce substance misuse and abuse among under resourced high need communities.

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: to add funds to support the renewal term and to update the project’s activities in the Statement of Work for the new 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 Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B., Statement of Work. Exhibit B., Statement of Work., is deleted and replaced in its entirety with Exhibit B., Statement of Work., attached

to this Amendment, for the following reason: To modify deliverables and performance outcome measures to the SOW for the renewal term.

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 add funds for FY24 renewal.

E. The Parties now agree to add Exhibit F, Federal Provisions, for the following reason: To add 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.

Statement of Work

Evidence-Based Prevention Programs & Policies (EBPs) and Under Resourced High Need (URHN) Communities

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

Article 1

Purpose and Target Population

1.1 Purpose. The purpose of this Contract is to continue primary prevention services for the five-year Primary Prevention funding cycle Substance Abuse Prevention and Treatment Block Grant (SABG) that is aligned with federal and state prevention priorities based on the statewide needs assessment and the statewide strategic plan. The SABG guidelines include Primary Prevention activities that are directed at individuals who do not require treatment for a Substance Use Disorder. To facilitate this undertaking, the Substance Abuse and Mental Health Services Administration (SAMHSA) developed the Strategic Prevention Framework (SPF), a planning approach that is utilized to prevent and address substance abuse and misuse and related behavioral health concerns.

The Department has identified three areas for SABG-funded Primary Prevention programs, policies, and strategies:

- a. Preventing and reducing alcohol, marijuana, prescription drugs, and other drug use for those under 18 years of age (tobacco excluded).
- b. Changing community policies and norms regarding alcohol, marijuana, prescription drugs, and other drug use (tobacco excluded).
- c. Addressing population-based needs regarding alcohol, marijuana, prescription drugs, and other drug use (tobacco excluded).

The Contractor shall continue to develop and implement a Comprehensive Primary Prevention initiative that employs Evidence-Based Prevention Programs and Policies, which include strategies directed at the following populations: children, youth, young adults, and/or families. Implementing evidence-based primary prevention programs and policies will assist the Department in meeting state-level outcomes, such as reductions in substance use, increased attendance at school, decreases in substance-related arrests, increased family communication around substance use, increases in youth exposure to prevention messaging, and a reduction in Adverse Childhood Experiences (ACEs). The State goal is to have a significant impact on the identified state level outcomes by funding Primary Prevention programs, policies, and strategies to address substance abuse and misuse.

1.2 Target Population. The Contractor shall continue to develop or maintain and implement a Comprehensive Primary Prevention initiative that employs Evidence-Based Prevention Programs and Policies, which includes strategies directed at the following populations: children, youth, young adults, and/or families.

Article 2 Definitions and Acronyms

Term	Definition
<i>Action Plan</i>	An Excel workbook, filled in by the Contractor, which organizes the key activities and processes toward executing the chosen foundational and supplemental strategies. It includes a comprehensive program summary, outcome statement, and outlines CSAP strategy usage. CSAP strategy information provides a structure to guide the Contractor through implementation of their program and which milestones and activities they seek to complete each year. The Contractor will submit an Action Plan (template provided) for each State Fiscal Year and may update the plan quarterly in conjunction with Department staff.
<i>Adverse Childhood Experiences (ACEs)</i>	Specific types of potentially traumatic experiences that occur to people under the age of 18. The 10 core ACEs are divided into 3 categories: abuse (physical, sexual, and emotional/psychological), neglect (physical and emotional/psychological), and household dysfunction (substance abuse, mental illness, domestic violence, incarceration, and separation/divorce). ACEs have been linked to chronic health conditions and risky health behaviors, including substance use.
<i>Center for Substance Abuse and Prevention (CSAP) Strategy</i>	Each Contractor must choose at least one evidence-based program or policy from the approved list that is categorized into one of two SAMHSA - Center for Substance Abuse and Prevention (CSAP) foundational strategies – Education or Environmental. If an evidence-based <u>program</u> is chosen, it will align with the <u>Education</u> strategy. If an evidence-based <u>policy</u> is chosen, it will align with the <u>Environmental</u> strategy. Contractor can choose more than one evidence-based program or policy to implement. Contractors then must choose one or more supplemental CSAP strategies – Information Dissemination, Alternatives,

	Community-Based Processes, Problem Identification & Referral, Education or Environmental - to accompany and support the selected EBP program or policy. If selecting two or more EBP programs or policies, each of the selected EBP programs or policies will require a supplemental strategy. The evidence-based program or policy (Education or Environmental foundational CSAP strategy) and supplemental strategy, when combined, will form a Comprehensive Primary Prevention program or policy.
<i>Coalition</i>	A formal arrangement for cooperation and collaboration between groups or sectors of a community. Each group retains its identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community. Coalition intervention efforts can be categorized into providing information, enhancing skills, providing support, enhancing access/reducing barriers to prevention services, changing consequences, changing the physical design of the environment, and modifying or changing policies.
<i>Collective Impact</i>	A model which embraces the idea that no single organization can solve any major social problem by itself. It takes collaboration between all community stakeholders – including government, nonprofit, education, business, youth, and families – to achieve long-term measurable change.
<i>Community-Based Organization (CBO)</i>	A licensed and bonded entity that has the potential to successfully serve youth and their families with selected program services. It may be a non-profit or faith-based organization.
<i>Colorado Prevention System</i>	The web-based data reporting system through which Contractor will submit process data relating to their SABG funded prevention activities.
<i>Comprehensive Primary Prevention</i>	An approach which aims to impact outcomes through multiple strategically aligned CSAP strategies. Contractor are required to implement a Comprehensive Primary Prevention approach by utilizing data to inform the implementation of at least one foundational strategy (education, environmental) and at least one supplementary strategy (information dissemination, alternatives, community-based processes, or problem identification and referral) to support the implementation and effectiveness of the foundational strategy and increase likelihood of favorable outcomes.

<i>Cultural Competence & Responsiveness</i>	<p>The ability of an individual or organization to interact effectively with and provide services equitably to members of diverse population groups. Culturally responsive individuals and organizations can learn from and relate respectfully to people from your own and other cultures. Prevention professionals should broaden their understanding and acceptance of cultural and individual differences and, in so doing, render services and provide information sensitive to those differences. For more information, visit:</p> <p>https://www.samhsa.gov/section-223/cultural-competency/resources</p>
<i>Evaluation</i>	A process of critically examining an intervention. It involves collecting and analyzing information about an intervention's activities, characteristics, and outcomes. The purpose of evaluation is to make judgments about, improve, and communicate about the effectiveness of an intervention.
<i>Evaluation Plan</i>	A document which details the process of evaluating a program or policy over the course of the Grant Cycle.
<i>Evidence</i>	Scientific research which indicates whether an intervention has been shown to influence and/or change an outcome of interest.
<i>Evidence-Based Programs and Policies (EBPs)</i>	Programs and policies which have been shown, through multiple rigorous research studies, to positively impact selected outcomes in the target population. Please contact Department staff for an approved list of EBP programs and policies.
<i>Fidelity</i>	The extent to which delivery of an intervention adheres to the protocol or program model originally developed. Characteristics to consider when assessing fidelity include the target population, setting, number and timing of sessions or implementations, method of delivery, order, and content of the intervention components, and more. Increased fidelity improves the odds that an intervention will work as intended.
<i>Health Disparities</i>	Preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations such as racial, ethnic, and linguistic minorities; those with low socioeconomic status; LGBTQ+ individuals; and more. <i>Health equity</i> is achieved when everyone has

	a fair and just opportunity to be as healthy as possible, regardless of social group.
<i>Innovative Programs and Policies</i>	Programs and policies whose effectiveness is supported by some evidence, but which do not currently reach the level of evidence based. Innovative programs also target one or more of priority subpopulations listed in the Innovate Prevention Program RFP. Innovative programs include (1) adaptations of existing EBPs which better meet the needs of a priority subpopulation, and (2) independent programs/policies specifically developed to reach a priority subpopulation
<i>Logic Model</i>	A systematic and visual way to describe the sequence of related events connecting the need for the planned strategy with the strategy's desired results. A logic model shows the clear connection between the resources put into a strategy, activities required to implement the strategy, the number or number of products or services to be provided, short- and medium-term outcomes expected to result from the strategy, and long-term impacts. For more information on the purpose, components, and structure of logic models, visit: https://wkkf.issuelab.org/resource/enhancing-program-performance-with-logic-models.html
<i>National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards)</i>	A set of 15 standards set forth by the U.S. Department of Health & Human Services which aim to improve healthcare quality and advance health equity by establishing a framework for organizations to serve the nation's increasingly diverse communities. The principal standard is to, "Provide effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs." For a full list of the CLAS standards, visit: https://minorityhealth.hhs.gov/minority-mental-health/clas/
<i>Outcome</i>	The result that an intervention aims to influence and/or change. Outcomes typically reflect behaviors, such as reducing 30-day use of substances. Interventions may also impact knowledge (e.g., knowledge of health impacts of vaping), attitudes (e.g., perception of risk of harm of using marijuana), or skills (e.g., peer refusal skills in youth).

<i>Positive Youth Development (PYD)</i>	An intentional, prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families, in a manner that is productive and constructive. PYD recognizes, utilizes, and enhances young people's strengths, and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and building on their leadership strengths. https://cdphe.colorado.gov/maternal-and-child-health/positive-youth-development
<i>Primary Prevention</i>	A framework that aims to keep an adverse outcome from occurring or becoming established by reducing risks or increasing resilience. There are two primary efforts: (1) to reduce dysfunction or promote health before the onset of disorder, and (2) to be population-focused, targeted to either the whole population or to subgroups with known vulnerabilities.
<i>Process Data</i>	Data which describes the internal processes of an organization or intervention, including but not limited to staff hours worked, hours of trainings attended, number of intervention implementations, and numbers served or reached
<i>Professional Development</i>	Specialized training, formal or informal education, or advanced professional learning intended to help professionals improve their knowledge, competence, skill, and effectiveness.
<i>Risk and Protective Factors</i>	Characteristics of an individual, family, or community which are known to be associated with an increase (risk factors) or decrease (protective factors) in the likelihood of developing an undesirable health Outcome. Characteristics which predict more than one Outcome are known as shared Risk and Protective Factors (e.g., family conflict is associated with both mental health problems and substance use). Primary Prevention aims to decrease substance use by decreasing risk factors and increasing protective factors related to substance use.
<i>SMART Goal</i>	A framework used to help guide goal setting. SMART is an acronym that stands for: <ul style="list-style-type: none"> ● Specific: Well-defined, clear, and unambiguous. ● Measurable: Includes criteria that measure your progress towards the accomplishment of the goal. ● Achievable: Attainable and realistic to achieve.

	<ul style="list-style-type: none"> ● Relevant: Directly related to your desired outcome. ● Timely: With a clearly defined timeline, including a starting date and a target date. <p>An example of a SMART goal could be, “In order to improve my health, I will do aerobic exercise for at least 20 consecutive minutes, 3 times per week for the next 6 months.” For more information on SMART goals, visit: https://www.smartsheet.com/blog/essential-guide-writing-smart-goals</p>
<i>Socio-Ecological Model</i>	A model which explains how behaviors form based on characteristics of individuals, communities, nations, and levels in between. The model emphasizes multiple levels of influence (such as individual, interpersonal, organizational, community, and public policy) and that behaviors both shape and are shaped by the social environment.
<i>Strategic Prevention Framework (SPF)</i>	SAMHSA’s planning model to support coordinated, data-driven planning and accountability in prevention. The model consists of five dynamic and iterative steps (assessment, capacity building, planning, implementation, and evaluation) and is guided by two primary principles (sustainability and cultural competence) which are integrated into each step.
<i>Substance Use Disorder (SUD)</i>	Occurs when a person's use of alcohol, marijuana, or other drugs leads to health issues or problems at work, school, or home. The SABG guidelines include Primary Prevention activities that are directed at individuals who do not require treatment for SUD. SABG Primary Prevention set-aside funds can only be used to fund strategies that are intended to <i>prevent</i> substance misuse and abuse and cannot be used to fund treatment activities or referral to treatment.
<i>Two-Generation (2Gen) Approach</i>	A framework in which programs simultaneously address the needs of parents and children to improve Outcomes for the whole family. Fragmented approaches to serving families can leave either the child or the caregiver behind, reducing the likelihood of success for all members of the family. 2Gen approaches draw from findings that the well-being of parents is crucial to their children’s social-emotional, physical, and economic well-being
<i>Upstream Prevention</i>	Involves approaches that address the overarching factors that are largely outside of the control of the individual and which have significant trickle-down effects on other determinants of health.

	Upstream interventions and strategies focus on improving social structures and systems in a community in order to decrease risk factors and increase protective factors that allow people to achieve their full health potential. Upstream interventions can benefit larger numbers of people and may be ultimately more effective than downstream individual-level interventions.
<i>Quarter</i>	Q1 July 1- September 30; Q2 October 1- December 31; Q3 January 1- March 31; Q4 April 1- June 30.

Article 3

Work Plan: Activities and Services

Contractor shall provide primary, upstream substance abuse and misuse primary prevention services to children, youth, young adults, families, and communities in Colorado. The content below includes the requirements of the Contractor. This section details the critical work necessary to meet the deliverable(s) of the contract. This section should be detailed and specific and is what the contract monitoring team will review and the program staff needs to monitor for invoice approval.

3.1 Strategic Prevention Framework (SPF)

- a. Contractor shall complete and submit a one-year Action Plan (template to be provided) detailing proposed activities to be implemented during the year, Contractor shall have the opportunity to update the Action Plan on a quarterly basis in consultation with, and approval from, the Program Manager and evaluation staff.
- b. In accordance with the SPF model, Contractor shall complete substance abuse and misuse primary prevention activities with the five SPF stages in mind: Assessment, Capacity Building, Planning, Implementing, and Evaluation. The Contractor shall also make Cultural Responsiveness and Sustainability an integral part of each phase.
 1. Contractor shall review and update the five-year strategic plan. The strategic plan builds upon the original application, existing data, the readiness assessment and shall include but is not limited to:
 - a) Identification of challenges that the community faces and strategies to address them.
 - b) Identification and description of data and process behind strategy selection.
 - c) Identification of the party/parties responsible for implementation of the strategies.

- d) Identification of the expected timeline for implementation of the strategies.
 - e) A Logic Model that illustrates inputs; activities; outputs; short, medium, and long-term Outcomes.
 - f) Sustainability planning
- c. Evidence Based Programs & Policies
- 1. Contractor shall implement the chosen EBP with Fidelity.
 - 2. Contractor shall implement the EBP with the following parameters:
 - a) Maintain a comprehensive substance abuse and misuse primary prevention program that includes at least one of the following Center for Substance Abuse Prevention (CSAP) strategies as a foundational evidence-based strategy:
 - i. Education
 - ii. Environmental
 - b) Incorporate at least one or more of the following CSAP supplemental strategies as needed:
 - i. Problem Identification and Referral
 - ii. Information Dissemination
 - iii. Community-based Processes
 - iv. Alternative Activities
 - v. Education
 - vi. Environmental
 - 3. Contractor shall guarantee that most funds are dedicated to and support the chosen evidence-based program or policy (Education or Environmental foundational strategies). Contractor shall track spent funds throughout the State Fiscal Year (July 1 to June 30) by demonstrating and reporting that most funds support the EBP program or policy in the Year-end Outcome Progress Narrative Report (template provided).
 - 4. Contractor shall ensure that all the strategies and activities implemented are directly related to the planned activities noted in the Action Plan. All the outlined activities shall be directly related to the identified Risk and Protective Factors and prevention outcomes.
- d. Collaboration - Collective Impact Approach
- 1. Contractor shall promote community efforts to raise awareness and generate support from multiple community sectors for the intended EBP program or policy.
 - 2. Contractor shall have critical support from county commissioners, existing Coalitions, and other community partners with similar goals within its geographical target area.

3. Contractor shall consider implementing a 2Gen approach to create opportunities for both youth and the adults in their lives together.
- e. Health Equity and National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards)
 1. Contractor shall use local data to identify subpopulations in the community that are experiencing disparities and continue to work towards reducing these disparities as identified in the Five-Year Strategic Plan.
 2. Contractor shall use the CLAS Standards to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.
 3. Contractor shall submit a CLAS implementation checklist and action worksheet to guide organization and program practices. Follow up on action worksheet will be addressed during site visits,

3.2 Required Training and Technical Assistance (TA)

- a. Contractor shall attend the following required trainings:
 1. The Colorado Shared Risk & Protective Factors Conference annually. The conference committee is planning on an in-person conference or virtual option. Budgets should reflect in-person costs (i.e. mileage, hotel, per diem). Registration costs should be captured in the Supplies & Operating category on the budget form.
 2. Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics Training for all staff positions included in the budget that have not taken these two trainings previously. All program staff working at .25 FTE or more on the contract shall complete these two training sessions within a timeframe acceptable to the Program Manager.
- b. Contractor shall work with the assigned Program Manager, assigned evaluation staff, and the assigned technical assistance provider.
- c. The Department will provide technical assistance. Additional training and TA must be approved in advance by your designated Program Manager.

Article 4 Deliverables

4.1 Deliverables Table

a. Items shall be emailed to the Program Manager/evaluation staff unless otherwise specified in the table below. Reimbursement of expenses shall be contingent upon receipt of deliverables by the specified deadline.

Deliverable	Date*	Method of Delivery
Annual Action Plan	<p>Template provided to grantees July 1, annually</p> <p>Annual Action Plan due July 30, annually</p>	Email to Program Manager and evaluation staff
Action Plan - quarterly updates	<p>Q2 - October to December changes due by September 30, annually</p> <p>Q3 - January to March changes due by December 30, annually</p> <p>Q4 - April to June changes due by March 31, annually</p>	Email to Program Manager and evaluation staff
Implementation Process Data	<p>Q1 - July to September*</p> <p>Q2 - October to December*</p> <p>Q3 - January to March*</p>	Via Colorado Prevention System online database

	Q4 - April to June – due June 30 <i>* Due on the last working day of the following month at the end of the quarter</i>	
NOMs and PAPO pre/post surveys	Submit surveys annually or within established timeline such as when a session is completed	Email Program and Evaluation staff when surveys are being mailed to CDPHE. Mail paper pre/post surveys to CDPHE following instructions
Review and update (as needed) Five-Year Strategic Plan	September 30, annually	Email to Program Manager and evaluation staff
Review and update (as needed) Five-Year Evaluation Plan	January – March 30, annually	Email to Evaluation staff and cc Program Manager
Year-end Outcome Progress Narrative Report including any additional evaluation reports	September 30, annually. Final year of five year grant cycle due by June 30th.	Email to Program Manager, cc evaluation staff
Substance Abuse Prevention Skills Training (SAPST) and Prevention Ethics Training	Completed within a timeframe acceptable to the Department	Email certificate to Program Manager
Certified Prevention Specialist certification	Grant Project Coordinator to complete by two years of hire start date	Email certificate to Program Manager

Colorado Shared Risk and Protective Factor Conference	Attend annually. State will follow CDC guidelines	Submit certification of attendance to Program Manager
Data and Evaluation training	Attend annually	Participation in training. evaluation staff will verify attendance
Grant-indicated staff changes	Within 10 business days of the change	Email to Program Manager cc evaluation staff
Monthly Staff Hours Cost Allocation Submission	Once a month by the 15th of the following month except for June which is due June 30, annually	Via Colorado Prevention System online database
Community Visit - conducted at Contractor's organization	At least once during the five year grant cycle	Grant Project Coordinator and other staff working on the contract. Program Manager and evaluation staff shall facilitate.
Compliance Calls	Every month/bi-monthly or quarterly or as needed	Participation in call. Program Manager and evaluation staff will verify attendance
CLAS Implementation Checklist and Action Worksheet	Check in on progress made towards the 3 goals. Review and update (as needed)	Email to Program Manager, cc evaluation staff

**Dates are subject to change at the discretion of the Department. Any due dates beyond the initial contract period of July 1, through June 30 are contingent upon executing contract renewals, funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied. If any discrepancies exist between Article 3 – Work Plan: Activities and Services and Article 4 – Deliverables, Article 4 – Deliverables prevails.*

Article 5

Performance Outcome Measures

5.1 Monitoring: The Department's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Program Manager and evaluation staff. Methods used will include a review of documentation determined by the Department 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.

5.2 Administrative and Compliance Requirements: To ensure active contract management and delivery of quality substance abuse and misuse primary prevention services to communities throughout Colorado, Contractor is responsible for the following administrative and compliance activities:

- a. Communications Between Contractor and Department staff
 1. All email and phone inquiries made by Department staff, or the Contractor shall be responded to within 3 business days.
 2. Grant Project Coordinator (or approved appointee) shall participate in compliance calls with the Program Manager and evaluation staff at a minimum of every three months.
 3. Contractor shall be available for calls between compliance calls as the need arises.
- b. Quality and Performance Management
 1. Performance monitoring - Contractor shall submit Process Data into the Colorado Prevention System, the web-based data reporting system. Staff hours spent toward grant-funded projects supported by the contract shall be entered monthly. Implementation and demographic data shall be entered quarterly.
 2. Reporting - Contractor shall submit a Year-end Outcome Progress Narrative Report (template provided).
 3. Quality Improvement - Contractor shall use data to inform decision-making and to improve project implementation and outcomes.
- c. Grant Management/Compliance
 1. Contractor shall participate (at minimum) in-person community visit conducted by Department staff at least once during the five year grant cycle. Department staff shall provide Contractor with a document outlining required documentation at least 10 working days prior to the community visit and Contractor shall provide all requested documentation at the community visit. Department staff shall draft a narrative report of

the community visit that shall then be available for the Contractor's review and records.

- a) At minimum, Contractor shall have the following available for review:
 - i. Agency policies and procedures to assist with grant compliance
 - ii. Agency organizational chart
 - iii. Department sub-contracts and MOUs supported by this contract
 - iv. Proof of attendance for mandatory trainings and certifications
 - v. Strategic plan, Evaluation Plan, Logic Model, Action Plan, and budget

5.3 Evaluation & Outcome Measurements: To ensure that federal reporting requirements to SAMHSA are met, Contractor shall participate in the following Department data collection and evaluation efforts:

1. Any newly hired Grant Project Coordinator shall attend training on the use of the Colorado Prevention System within two months of their hire date.
 - a. If staffing changes require new staff to work with the system, the staff member shall complete training with the assigned evaluation staff before being granted system access.
2. Contractor shall complete required data and evaluation training annually. These trainings will be provided by Department staff.
3. Contractor shall review and update the Process Data Entry Plan annually and as needed.
4. Contractor shall review the Five-Year Strategic Plan and make updates as needed.
5. Contractor shall review the Five-Year Evaluation Plan and make updates as needed.
6. Contractor shall not change the three- and five-year Outcome statements, as approved in the Five-Year Evaluation Plan, without written approval by the Program Manager and evaluation staff.
7. A data submission timeline, including monthly submission of cost allocation hours as well as process and outcomes data submission at least annually.
8. Contractor shall track and regularly communicate information related to the process (e.g., staff hours by program, numbers served, etc.) through the Colorado Prevention System.
9. Staff hours shall be reported through the Colorado Prevention System monthly. Other process data shall be reported on a data reporting cycle as specified by

evaluation staff (e.g., monthly, quarterly, annually, depending upon the type and availability of the data).

10. Contractor shall collect and report on required performance measures (National Outcome Measures [NOMs] and Prevention Assessment of Program Outcomes [PAPO] including changes to risk and protective factors and behavior Outcomes (substance use and otherwise) using a Department-provided measurement tool.
11. Contractor shall submit required NOMs and PAPO pre/post survey data annually or within established submission timelines such as when a session is completed. Paper surveys shall be mailed to CDPHE following instructions provided by evaluation staff.
12. Contractor shall capture all individual-level data collected (i.e., attendance sheets, etc.) through Outcome tools supplemental to those required so long as the program is funded through SABG and shall provide these data to the evaluation or program staff within 15 working days of request.
13. Contractor shall communicate outcomes data and results per submission timelines and shall be framed within the appropriate context with community members and other collaborative organizations. Contractor shall utilize data within the agency to improve understanding of populations served, their needs, and program administration on an annual basis.
14. Contractor shall share any additional evaluation activities (above and beyond the requirements for evaluation and outcome measurements) of the implemented EBP program or policy as requested. This can include but is not limited to measurement tools, data collected, and reports.

5.4 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 *Program Manager* 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.



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #CT FHLA 2023*0329

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	7/1/2023-6/30/2024	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	\$ 58,501.28	\$ 8,285.12	50.0%	\$ 33,393.20
Administrator	Work with Project Manager to coordinate projects.	\$109,676.76	\$20,888.34	5.0%	\$ 6,528.26

**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	\$ 36,945.96	\$13,094.52	25.0%	\$ 12,510.12
					\$ -

Total Personal Services (including fringe benefits) \$ 52,431.58

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from
Building Rent	Council meetings and youth night locations rental fees, and associated cost for the FY23 (\$1500x12 months) (Excluded from Indirect)	\$1,500.00	12.0	\$ 18,000.00
Internet for Building	Internet access for youth council meeting and youth nights	\$ 85.00	12.00	\$ 1,020.00
Utilities for Building	Gas and Electric	\$ 600.00	12.00	\$ 7,200.00
SEL Programming	SEL Programming and support for schools and activities	\$ 5,761.55	1.00	\$ 5,761.55
Background Checks	Background checks for youth council facilitators	\$ 40.00	10.00	\$ 400.00
SRPF Conference	Project Manager and PH Staffer/Administrator	\$ 250.00	2.00	\$ 500.00
NACCHO 360 Conference	Project Manager and Administrator	\$725.00	1.00	\$ 725.00
Youth Council Branding	T-Shirts/Hoodies/Jackets/Hats/etc. for youth and staff to wear to events, stickers for folders	\$ 15.00	250.00	\$ 3,750.00
Communication	Office phone/cell phone (12 months x \$50.)	\$ 50.00	12.00	\$ 600.00
Copies	Flyers, reminder postcards/invitations (\$1.50x600)	\$ 1.50	600.00	\$ 900.00
Office Supplies	Sticky pads, markers, pens, notepads, etc.	\$ 50.00	12.00	\$ 600.00

excluded from indirect

Youth Project Implementation	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)	\$ 1,982.00	4.00	\$ 7,928.00
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	\$ 1,365.00	4.00	\$ 5,460.00
Food for Youth Council Meetings and Youth Nights	Food at \$120/sessionx4 locations for council meetings for 45 weeks. Food at \$70/session for you nights for 45 nights	\$ 25,875.00	1.00	\$ 25,875.00
Professional Development	Conference or prevention-related professional development (with approval of Administrator, Commissioners) for Project Manager	\$ 500.00	1.00	\$ 500.00
Mini Grants	Alcohol and drug free after prom support for four school districts within Prowers County	\$ 500.00	4.00	\$ 2,000.00
				\$ -
Total Supplies & Operating				\$ 81,219.55
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from
Mileage	Local mileage to grant programming	\$ 0.65	1500.0	\$ 975.00
Per Diem	Per diem for Project Manager and PH staffer (6 days in state travel x 2 staff x \$50/day/person)	\$ 100.00	6.00	\$ 600.00
Lodging	Project Manager in state travel; cost estimated at \$150/night x 6 nights)	\$ 150.00	6.00	\$ 900.00
Lodging for NACCHO 360 Conference	cost estimated at \$300/night x 3 nights	\$ 300.00	3.00	\$ 900.00
Lodging for SRPF Conference	cost estimated at \$175/night x 3 nights	\$ 175.00	3.00	\$ 525.00
				\$ -
Total Travel				\$ 3,900.00
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" (1 facilitators at \$100/session x 45 sessions.)	\$100.00	45.0	\$ 4,500.00
Social Media Contractors	Youth Social Media Specialist to collaborate and create social media content for the youth councils. (creating 24 media projects @ \$100.00 per completed project.)	\$100.00	24.0	\$ 2,400.00
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				\$ 42,900.00
SUB-TOTAL OF DIRECT COSTS				\$ 180,451.13

Indirect		
Item	Description of Item	Total Amount
Federally-Negotiated Indirect Cost Rate	To be applied towards personnel time not billable on the grant and other costs associated with grant management. (Indirect Rate = 12.03%)	\$ 19,542.87
CDPHE-Negotiated		
De minimis Indirect Cost		
Total Indirect		\$ 19,542.87
TOTAL		\$ 199,994.00

Exhibit F**Federal Provisions - Substance Abuse Prevention & Treatment 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: **Prowers County Public Health**
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **Y8C4HSXY95M6**
- c. The Federal Award Identification Number (FAIN) is **B08T1084634**.
- d. The Federal award date is **02/10/2022**.
- e. The subaward period of performance start date is **10/01/2021** and end date is **09/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
10/01/2021 - 9/30/2023	\$7,229,378.00	\$7,229,378.00

- g. Federal award title of project or program: **Substance Abuse Prevention & Treatment 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 Charlotte Olson, charlotte.olson@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 Robert Werthwein, robert.werthwein@state.co.us.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.959** and 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