

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
JUNE 24, 2024**

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

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

WORK SESSION

9:00 a.m. BOCC
- Updates

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

10:00 a.m. Doug Harbour, Tri-State 9-11 Memorial
- Discussion

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

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

11:00 a.m. Gene Sobczak, High Plains Community Health Center Interim CEO
- Update

11:30 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

12:00 p.m. Ian Springer, Prowers County IT
- Discussion on Cybersecurity

MEETING AGENDA

1:00 p.m. Invocation

 Pledge of Allegiance

 Call Meeting to Order

 Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of June 11, 2024 Meeting Minutes

PUBLIC APPEARANCES

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

1:05 p.m. Paula Gonzales, Finance Director/Budget Officer

- Public Hearing Re: 2023 Supplemental Budget

Michelle Nelson, AgriTech Consultant

- Spring In-Season Report for GP Irrigated Farms, LLC, S-D Investments, LLC and LAWMA 1041 Permit

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval of a Resolution for 2023 Supplemental Budget, Hotline Connection Center Funds increased by \$20,725.00 for the purpose of unanticipated revenue and expenses.
2. Consider ratifying 6-11-2024 verbal poll approval of Grant Award for Court Security Grant Funds in the Amount of \$165,281.00 for SFY July 1, 2024 – June 30, 2025.
3. Consider approval of Contract Amendment #6 to Original Contract 21 IHIA 159839 between the Prowers County Department of Human Services and the Colorado Department of Early Childhood to facilitate the Prowers and Baca Counties Roots and Wings Early Childhood Program with contract dates from 6/30/24 through 6/30/25 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Agreement.
4. Consider approval of IGA with Colorado Department Early Childhood, Contract number CT QAAA 202 – 25 QAAA 190688 in the amount of \$604,002, expiration date June 30, 2025 and authorizing Public Health Director, Meagan Hillman to execute the IGA electronically.
5. Consider approval of accepting the grant from The Buell Foundation in the amount of \$30,000 for Welcome Home Child and Family Development Center which was originally approved by the Board of Commissioners on January 23, 2024, submitted in the amount of \$50,000.
6. Consider approval of Lease Agreement Between Prowers County and Prowers County Department of Human Services for use of the Welcome Home Child & Family Development Center located at 607 Savage Ave., Lamar, CO 81082 from January 1, 2024 through December 31, 2024 in the annual amount of \$23,922.35 paid quarterly at \$5,980.59 and authorizing Chairman Ron Cook and Department of Human Services Director, Lanie Meyers-Mireles to execute the Lease.
7. Consider approval of Lease Agreement Between Prowers County and Prowers County Department of Human Services for use of the Annex Building from January 1, 2024 through December 31, 2024 in the annual amount of \$64,755 paid quarterly at \$16,188.75 and authorizing Chairman Ron Cook and Department of Human Services Director, Lanie Meyers-Mireles to execute the Lease.
8. Consider approval of Subdivision Exemption Application by Paula Brase in the SW ¼ of Section 17, Township 21, Range 46, the 6th P.M. The request is to subdivide approximately .50 acre from the existing 6.090 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be an Amended Second Subdivision. The application was approved by the Planning Commission on June 12, 2024.
9. Consider approval of Subdivision Exemption Application by Brian G. Wurst and Beverly A. Wurst, in the SW ¼ of Section 17, Township 21, Range 46, the 6th P.M. The request is to subdivide approximately .50 acre from the existing 145.04 acres. The property is located in an A-1 Irrigated Agriculture zoning district. The application was approved by the Planning Commission on June 12, 2024.

10. Consider approval of the amended Subdivision Exemption plat map for Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative. Application request was approved by the Planning Commission on April 10, 2024. The amended Subdivision Application was approved by the Planning Commission on May 8, 2024 and on May 21, 2024 by the BOCC. Minor Subdivision for a First Subdivision in the NE¼NW¼ Section 31, Township 21, Range 47, subdividing .37 acres and to be recorded in the county Clerk's Office.
11. Consider ratifying 6/13/2024 email poll approval of Ozone Season Transit Grantee Agency Application by Prowers Area Transit to CASTA to provide free fares for PAT riders from 7/1/2024 to 8/31/2024 and authorizing PAT Operations Manager Marilyn Stuart to submit the application electronically.
12. Consider ratifying 6-14-2024 email poll approval for County General Fund A/P for payment of bills presented in the amount of \$124,009.19, Department of Human Services A/P for a total of \$763,479.69, and H3C A/P for a total of \$1,157.05 with a Certification date of June 24, 2024 and authorizing the use of the Commissioner's signature stamps.
13. Consider approval of application to Colorado Department of Public Health and Environment for 1306 Brownfields Cleanup Grant Program in connection with asbestos remediation for the building located at 207 E Elm Street, Lamar, CO, totaling \$120,000, and authorizing County Administrator Mark Westhoff to submit the application electronically.
14. Consider approval of Snapshot Audit Agreement between Prowers County and SpyGlass Group LLC for SpyGlass to complete a telecommunications audit for Prowers County at no charge unless Prowers County elects to implement audit recommendations, and authorizing Chairman Ron Cook to execute the document electronically.
15. Consider approval of Colorado Local Government Opioid Participation Form to participate in settlement agreement by the Colorado Attorney General and releasing opioid-related legal claims against Kroger and authorizing BOCC Chair Ron Cook to execute the document electronically.
16. Consider ratifying approval by the Prowers County Board of Commissioners/1041 Permitting Authority on June 11, 2024 of a request by GP Irrigated Farms, LLC and S-D Investments, LLC to amend the Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest – Dry-up of certain farms under the Lamar Canal, Granada Irrigation Company Ditch (a/k/a Granada Lateral), and X-Y Canal, as a matter of state interest.

PREVIOUSLY TABLED ACTION ITEMS:

1. NONE

EXECUTIVE SESSION

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

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

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: 6-24-2024

Submitter: Paula Gonzales, Finance/Budge Officer

Submitted to the County Administration Office on: 6-4-2024

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 of a Resolution for 2023 Supplemental Budget for Hotline Connection Center Funds to be increased by \$20,725.00 for the purpose of unanticipated revenue and expenses.

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):

RESOLUTION FOR SUPPLEMENTARY BUDGET

Resolution No. 2024 - _____

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

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

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

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

Section 1. A. That the 2023 Budget for the Hotline County Connection Center Fund is hereby increased for the purpose of unanticipated expenses.

The Hotline County Connection Center Fund expense is increased by a total of \$20,725.

ADOPTED, this 24th day of June, 2024

ATTEST:

Ron Cook, Chairman

Thomas Grasmick, Vice-Chairman

Jana Coen, County Clerk

Wendy Buxton-Andrade, Commissioner

PROWERS COUNTY 2023 BUDGET

12/12/2022

6/7/2024

All Funds Recap

								2023	2023
								Approved	Amended
2020	2021	2022	2022	2022	2023			Budget	Budget
Actuals	Actuals	Adopted	6 mo Actual	Estimated	Preliminary			Budget	Budget
						Account	Description		
BEGINNING FUND BALANCE:								17,031,725	17,031,725
REVENUES									
8,079,298	7,568,930	10,833,952	6,390,892	10,990,303	11,979,872	01	County General Fund	12,021,002	12,021,002
3,359,965	3,804,993	3,554,153	1,768,075	3,514,154	3,649,393	02	Road & Bridge Fund	3,649,549	3,649,549
2,324,438	2,515,112	2,003,000	851,293	2,012,500	2,003,000	03	County Sales Tax Fund	2,003,000	2,003,000
0	0	0	0	0	0	05	Public Library Fund	0	0
29,559	63,992	32,550	16,400	32,600	32,550	06	Conservation Trust Fund	32,550	32,550
692,000	955,617	1,922,405	17,820	705,000	1,114,374	07	Capital Fund	1,114,374	1,114,374
207,657	727,149	770,000	0	1,892,148	1,220,000	08	Outside Agencies Fund	1,220,000	1,220,000
145,665	128,325	135,225	58,885	141,000	187,225	09	County Lodging Tax Fund	187,225	187,225
10,551,662	13,703,740	10,607,026	7,360,916	13,709,831	13,753,087	10	Human Services Fund	13,911,412	13,911,412
2,392,882	2,601,909	2,840,511	855,737	2,939,580	3,768,622	11	Public Health Agency Fund	3,768,622	3,768,622
1,373,695	1,528,088	1,560,075	845,580	1,698,938	1,717,218	12	Hotline County Connection Center	1,717,218	1,717,218
318,323	970,127	2,228,140	426,307	2,186,347	2,248,677	13	Consolidated Return Mail Center	2,248,677	2,248,677
0	400,000	1,382,985	583,136	1,382,985	1,904,677	14	Overflow Processing Center	1,904,677	1,904,677
29,475,145	34,967,983	37,870,022	19,175,040	41,205,386	43,578,695			43,778,305	43,778,305
EXPENSES									
7,947,724	8,653,516	10,867,491	4,078,566	9,952,470	11,998,538	01	County General Fund	12,038,538	12,038,538
2,647,133	2,840,821	3,402,072	1,249,569	2,960,417	3,375,718	02	Road & Bridge Fund	3,375,718	3,375,718
2,454,937	1,350,756	4,319,405	1,600,000	3,102,000	3,402,000	03	County Sales Tax Fund	3,402,000	3,402,000
0	0	0	0	0	0	05	Public Library Fund	0	0
33,954	19,845	66,000	18,822	52,000	66,000	06	Conservation Trust Fund	66,000	66,000
592,177	696,335	1,504,144	463,751	554,886	1,081,228	07	Capital Fund	1,081,228	1,081,228
195,768	711,522	770,000	0	1,822,148	1,220,000	08	Outside Agencies Fund	1,220,000	1,220,000
100,652	86,402	199,536	68,396	163,829	273,110	09	County Lodging Tax Fund	273,110	273,110
10,507,029	13,598,679	10,564,578	7,092,128	13,490,064	13,709,000	10	Human Services Fund	13,875,438	13,875,438
2,357,318	2,416,738	3,063,384	1,172,263	2,983,099	3,617,153	11	Public Health Agency Fund	3,617,153	3,617,153
1,374,568	1,419,334	1,502,676	711,610	1,607,577	1,574,391	12	Hotline County Connection Center	1,676,592	1,703,512
316,738	1,013,643	2,181,347	683,655	2,294,342	2,248,677	13	Consolidated Return Mail Center	2,248,677	2,248,677
0	36,511	1,322,855	652,699	1,485,313	1,904,677	14	Overflow Processing Center	1,904,677	1,904,677
28,527,998	32,844,103	39,763,489	17,791,460	40,468,145	44,470,492			44,779,131	44,806,051
947,146	2,123,881	-1,893,467	1,383,581	737,241	-891,798	Revenues over/under Expenditures		-1,000,826	-1,027,746
ENDING FUND BALANCE:								16,030,900	16,003,979
								8,500,000	8,500,000
							+ RB Hwy 196	24,530,899	24,503,979

PROWERS COUNTY 2023 BUDGET

8/5/2022

6/11/2024

Hotline County Connection Center (H3C) Fund

2020	2021	2022	2022	2022	2023			2023	2023
Actuals	Actuals	Adopted	6 mo Actual	Estimated	Preliminary Budget	Account	Description	Approved Budget	Supplemental Budget
BEGINNING FUND BALANCE:				539,909	631,270			631,270	631,270
REVENUES									
971,135	1,028,074	1,044,320	514,168	1,039,368	1,060,902	12-45-340000	H3C State Revenue	1,060,902	1,060,902
401,129	498,725	515,755	328,158	656,316	656,316	12-45-340100	County Revenue	656,316	656,316
1,431	1,289	0	3,254	3,254	0	12-45-350000	Misc Revenue/CCOERA Forfeitures	0	0
1,373,695	1,528,088	1,560,075	845,580	1,698,938	1,717,218		TOTALS	1,717,218	1,717,218
EXPENSES									
73,955	74,917	75,665	38,483	76,966	79,275	12-45-411100	Salary - Program Manager	79,275	100,000
102,008	99,425	104,367	52,771	105,542	108,708	12-45-411200	Salary - Supervisor	108,708	108,708
394,399	409,601	432,593	238,697	477,394	491,716	12-45-411300	Salary - Intake Specialist	491,716	491,716
270,172	283,518	304,226	154,876	309,752	319,045	12-45-411400	Salary - Intake Specialist (Nights/Wknc	319,045	319,045
27,497	26,786	23,932	20,981	41,962	25,750	12-45-411500	Salary - Intake Specialist Overtime	25,750	25,750
0	0	0	523	1,023	2,060	12-45-411700	Salary - Training & Training OT	2,060	2,060
64,810	66,906	71,970	38,143	77,467	78,531	12-45-415100	FICA	78,531	80,117
1,505	1,482	1,637	747	1,494	1,500	12-45-415400	Vision Insurance Premium	1,500	1,500
154,704	158,731	170,240	81,153	162,306	217,404	12-45-415500	Health Insurance Premium	217,404	217,404
43,244	44,563	47,039	25,248	50,632	51,328	12-45-415600	Retirement - County Share	51,328	52,364
1,987	2,045	2,116	1,076	2,152	2,152	12-45-415700	Group Life Insurance Premium	2,152	2,152
2,412	2,618	2,822	947	3,038	3,080	12-45-415900	Unemployment Insurance	3,080	3,142
4,494	7,038	7,000	4,875	9,750	9,750	12-45-420100	Telephone	9,750	9,750
21,410	32,100	32,026	18,630	32,000	30,000	12-45-420110	IT Support	30,000	30,000
684	0	685	346	685	685	12-45-420300	Vehicle Insurance	685	685
1,694	0	1,700	924	1,848	1,900	12-45-420400	Worker Compensation	1,900	1,900
10	400	500	300	600	500	12-45-420600	Professional Services - screening	500	500
0	0	2,400	0	0	2,400	12-45-421100	Mileage/Meeting Expense	2,400	2,400
31	1,645	2,600	0	0	2,600	12-45-421120	Professional Dev/Training	2,600	2,600
1,837	1,975	2,000	1,130	2,260	2,000	12-45-422400	Subscriptions	2,000	2,000
2,534	3,257	4,000	1,376	2,752	4,000	12-45-425400	Equipment Repair/Maintenance	4,000	4,000
3,227	4,668	5,000	3,835	7,670	5,000	12-45-430100	Office Supplies	5,000	5,000
0	0	500	0	0	0	12-45-430900	Vehicle Maintenance	0	0
8,356	4,455	4,000	21,578	22,078	10,000	12-45-437900	Computer Equipment	10,000	10,000
8,300	8,090	7,656	4,971	8,522	8,522	12-45-440100	Building Rent	8,522	8,522
179,204	185,114	196,001	0	209,684	218,686	12-45-465020	Administrative Fees	218,686	222,197
6,094	0	0	0	0	0	12-45-465030	Accounting/HR DHS	0	0
0	0	0	0	0	0	12-45-491000	Transfer out	0	0
0	0	0	0	0	0	12-45-439200	Contingency	0	0
1,374,568	1,419,334	1,502,676	711,610	1,607,577	1,676,592		TOTALS	1,676,592	1,703,512
-873	108,754	57,399	133,970	91,361	40,626		<i>Revenues over/under Expenditures</i>	40,626	13,706
ENDING FUND BALANCE:				631,270	671,897			671,897	644,977

NOTICE AS TO PROPOSED SUPPLEMENTAL BUDGET

Notice is hereby given that a Proposed Supplemental Budget has been submitted to the Prowers County Board of Commissioners for the year of 2023. A copy of the proposed changes has been filed with the office of the County Clerk where the same is open to public inspection. These budget changes will be considered at a Public Hearing to be held in the Prowers County Annex on June 24, 2024 at 1:05 p.m. in the Prowers County Annex Land Use Room. Any such taxpayer within Prowers County may, at any time prior to the final adoption of the Supplemental Budget, file or register his or her objections thereto.

Prowers County Board of County Commissioners

By:

A handwritten signature in blue ink, appearing to read "Paula Gonzales", written over a horizontal line.

Paula Gonzales
Budget Officer
06/04/2024

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-24-24

Submitter: County Administration

Submitted to the County Administration Office on: Verbal poll 6-11-2024

Return Originals to: Jana Coen & Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-11-2024 verbal poll approval of Grant Award for Court Security Grant Funds in the Amount of \$165,281.00 for SFY July 1, 2024 - June 30, 2025.

Justification or Background:

Annual Grant Agreement

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

County: \$ _____

Federal: \$ _____

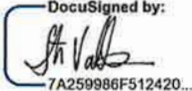
State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2024/25	
GRANT AWARD	PAGE 1	

STATEMENT OF GRANT AWARD			
RECIPIENT NAME AND ADDRESS		AWARD NUMBER & TYPE	
Prowers County c/o: Ron Cook, Chair Board of County Commissioners 301 South Main Street, Suite 215 Lamar, CO 81052		Award: 2025 CRTS 20W0 JCAK 31 Type: Annual	
AWARD START DATE:	July 1, 2024	AMOUNT REQUESTED:	\$165,281
AWARD END DATE:	June 30, 2025	AMOUNT AWARDED:	\$165,281
Recipient is awarded funding to supplement court security staffing costs per the Recipient's application and approved budget.			
STATUTORY AUTHORITY FOR THE GRANT Section 13-1-201, Colorado Revised Statutes			
GRANT CONDITIONS This Award is approved subject to such conditions or limitations as set forth in the Fiscal Year 2024/25 Grant Conditions.			
JUDICIAL DEPARTMENT		RECIPIENT ACCEPTANCE	
Steven Vasconcellos State Court Administrator Colorado Judicial Department		Ron Cook, Chair Board of County Commissioners Prowers County	
SIGNATURE OF APPROVING OFFICIAL		SIGNATURE OF AUTHORIZED RECIPIENT	
 <small>DocuSigned by: 7A259986F512420...</small>		 <small>DocuSigned by: D4E4349F583143A...</small>	
DATE		DATE	
06/12/24 9:16 AM MDT		06/11/24 10:40 AM PDT	


COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2024/25	
GRANT AWARD	PAGE 2	

Grant Conditions

1. This Court Security Cash Fund Grant Award ("Award") governs the Award from the Court Security Cash Fund ("Fund") established in Section 13-1-201, *et seq.*, C.R.S., as awarded by the Colorado Judicial Department ("Department"). Recipient and Department may be individually referred to herein as a "Party" or collectively as the "Parties." This Award shall not be enforceable until the Statement of Grant Award is approved and signed by an authorized signatory of Recipient and the State Court Administrator. Once fully signed by the Parties, the effective date of the Award is the Award Start Date shown on the Statement of Grant Award cover page.
2. The Recipient shall use the funds provided under this Award to complete the work detailed in Recipient's Court Security Cash Fund Commission Grant Application and Approved Budget, attached hereto as Exhibit B, on or before the Award End Date.
3. The Department shall not be liable to pay or reimburse Recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date.
4. Funds provided under this Award shall be used only for eligible costs in accord with Exhibit A - Grant Rules and Section 13-1-201, *et seq.*, C.R.S., in an amount not to exceed the Amount Awarded shown on the Statement of Grant Award, and for the tasks and services identified in Exhibit B - Grant Application and Approved Budget. Failure to use funds for eligible expenses or in compliance with the intent of the Court Security Cash Fund may result in revocation of the Award, termination of this grant agreement, and return of funds.
5. The parties understand and agree that the Recipient and Recipient's employees and agents are not employees or agents of the Department. Recipient shall have no authorization, express or implied, to bind the Department to any agreements, liability or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents, and subcontractors, if any, during the term of this Award. The Recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this Award.
6. The maximum amount payable to Recipient pursuant to this Award is limited to the Amount Awarded as indicated on the Statement of Grant Award to which these conditions are attached.
7. This is a reimbursement-based grant. The Recipient agrees that reimbursement of expenses will be based on a payment request Recipient submits to Department. Before authorizing any disbursement, the Department shall have the opportunity to review the sufficiency and appropriateness of all payment requests.
 - a. The Recipient shall submit payment requests via the Department's online grant management system at least quarterly and within 15 days following the end of September, December, March, and within 10 days following the end of June.
 - b. Each payment request must include a spreadsheet showing the calculations used to determine the expenses claimed for reimbursement and detailed supporting documentation. See Exhibit A – Grant Rules, Section 4-1 D, for specifics.
 - c. The Department's standard payment procedures are net 45 days following Department's receipt of a fully complete and correct payment request.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2024/25	
GRANT AWARD	PAGE 3	

- d. If the Department determines that the payment request is not correct or is otherwise deficient, then the Recipient shall make all changes necessary to correct that payment request.
 - e. The above procedures do not prevent the application of Department's ability to further audit, inspect, and recover erroneous payments, if necessary, as set forth below in Paragraphs 9 through 12.
8. The Recipient shall submit quarterly reports via the Department's online grant management system within 15 days following the end of September, December, March, and within 10 days following the end of June.
 9. Onsite and remote monitoring by the Department may occur during the Award Period. Monitoring shall include but not be limited to review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The Recipient agrees to provide the Department with access to all records, information, and physical locations necessary for the Department to perform monitoring. The Department shall provide the Recipient advance notice of onsite monitoring visits.
 10. The Recipient shall make, keep, maintain, and allow inspection and monitoring by the Department of a complete file of all records, documents, communications, notes, subcontract agreements, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this Award. The Recipient shall maintain such records for a period of seven years after the Award End Date.
 11. The Department shall have the right to inspect the Recipient's performance at all reasonable times and places during the Award Period. The Recipient shall permit the Department and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Award, to audit, inspect, examine, excerpt, copy and/or transcribe the Recipient's records related to this Award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Department shall not unduly interfere with the Recipient's performance hereunder.
 12. The Department may recover, at the Department's discretion, payments made to the Recipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by the Recipient. The Department may recover such payments by deduction from subsequent payments under this Award; deduction from any payment due under any other contracts, grants, or agreements between the Department and Recipient; or by any other appropriate method for collecting debt.
 13. The Recipient and the Department shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
 14. The Recipient certifies that funds provided by the Department under this Award will not be used to supplant local funds.
 15. The Recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this Award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, Chief Justice Directive 08-06 Anti-Harassment and


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Anti-Discrimination Policy, which may be accessed at:

https://www.courts.state.co.us/Courts/Supreme_Court/cjds/index.cfm

and other applicable law respecting discrimination and unfair employment practices.

16. The Recipient assures that open, competitive procurement procedures will be followed for all purchases of goods and/or services under this Award. The Recipient shall provide documentation of the competitive procurement procedure followed for any purchase of goods and/or services under this award to the Department upon the Department's request.
17. This Award shall not be deemed or construed to create a partnership or joint venture between the Recipient and the Department. All persons employed by the Recipient or Recipient's subgrantees shall be considered employees of the Recipient or the Recipient's subgrantees and shall not be employees of the Department for any purpose as a result of this award. For purposes of this provision, subgrantees means third parties, if any, engaged by the Recipient to aid in performance of its obligations under this Award.
18. The Recipient warrants that it possesses the legal authority to enter into this Award and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory signing the Statement of Grant Award to execute this Award and to bind the Recipient to its terms. If requested by the Department, the Recipient shall provide the Department with proof of the Recipient's authority to enter into this Award within 15 days of receiving such request.
19. **INDEMNIFICATION.** To the maximum extent allowable by law, the Recipient shall indemnify, save and hold harmless the Department, its employees and agents, 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 Recipient, or its employees, agents, subcontractors, or assignees pursuant to or in furtherance of this Award.
20. The Recipient shall maintain at all times during the term of this Award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended (the "CGIA"). The Recipient shall show proof of such insurance satisfactory to the Department, if requested by the Department.
21. Nothing in the terms and conditions of this Award shall be construed as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protections, or other provisions afforded them pursuant to the CGIA, as now or hereafter amended. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement or any amendment hereto.
22. The Recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this Award to include the following minimum insurance requirements:
 - a. Workers' compensation insurance as required by state statute, and employer's liability insurance covering all of subgrantee's employees acting within the course and scope of their employment.

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- b. Commercial general liability insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Recipient a certificate or other document satisfactory to the Recipient showing compliance with this provision.
 - c. Automobile liability insurance covering any automobile (including owned, hired and non-owned automobiles) with a minimum limit of \$1,000,000 for each accident combined single limit.
 - d. Professional liability insurance with an aggregate limit of at least \$1,000,000, covering any damages caused by an error, omission or any negligent act in the event subgrantee provides professional services in furtherance of this Award, which require specialized knowledge and intellectual skill and usually requiring a license, certification, or registration. For policies written on a claims-made basis, the policy shall include an endorsement, certificate or other evidence that coverage extends two years beyond the performance period of the Award. The insurance policy shall not contain a sexual misconduct exclusion.
 - e. The Recipient and the Department shall be named as additional insured on the commercial general liability and automobile liability insurance policies.
 - f. Coverage required under this Award shall be primary and noncontributory over any insurance or self-insurance program carried by the State of Colorado.
 - g. The Recipient shall require all insurance policies in any way related to this Award and secured and maintained by the Recipient's subgrantees to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Department, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - h. For purposes of this provision, subgrantees means third parties, if any, engaged by the Recipient to aid in performance of its obligations under this Award.
23. If the Recipient fails to comply with the terms and conditions of this Award, the Department may (i) terminate or revoke this Award in whole or in part; (ii) suspend the Recipient's performance with respect to all or any portion of this Award pending necessary corrective action as specified by the Department, during which period of suspension the Department shall not be liable to reimburse the Recipient for costs incurred; (iii) withhold payment to the Recipient until corrections in the Recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the Recipient's subgrantees whom the Department deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this Award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
24. This Award is based on the Department's revenue projection for the Court Security Cash Fund. In the event that the actual revenue is less than the Department's projection, or if the funding for any

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activity established by this Award is discontinued or decreased by the State of Colorado, the Department may terminate this Award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the Recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.

25. The construction, interpretation and performance of this Award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this Award shall be brought exclusively in the state courts of Colorado.
26. Enforcement of all rights and obligations hereunder are reserved solely to the Department and Recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.


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Exhibit A – Grant Rules



COURT SECURITY CASH FUND COMMISSION GRANTS

FISCAL YEAR 2024/25 GRANT RULES
GRANT APPLICATIONS DEADLINE: 5 p.m., April 12, 2024

PLEASE CONTACT THE OFFICE OF THE STATE COURT ADMINISTRATOR WITH QUESTIONS
COURTSECURITYGRANTS@JUDICIAL.STATE.CO.US

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1-1 Definitions

- A. Annual grants: Grants awarded for supplemental security in a facility containing a state court or probation office. Funds can be used for court security staffing, security equipment or related structural improvements, training on issues of court security, or miscellaneous funding needs associated with issues of court security or security equipment.
- B. Commission: The Court Security Cash Fund Commission created in Section 13-1-203, C.R.S. Each member of the Commission serves a three-year term. Vacancies must be filled by the appointing authority no later than 30 days after the vacating member's last day for the unexpired term. Commission members include:
 - 1. Two representatives of an association that represents county commissioners who are recommended by the association and who are appointed by the governor,
 - 2. Two representatives of an association that represents county sheriffs who are recommended by the association and who are appointed by the governor,
 - 3. Two members of the judicial branch who are appointed by the chief justice, and
 - 4. One member of the general public who is appointed by the chief justice.
- C. Eligible counties: Counties meeting at least two of the four criteria as set forth in Section 13-1-205(3) and (4), C.R.S., and listed in Section 2-1 below. Data for determining eligible counties are provided by the Department of Local Affairs and are revised on an annual basis.
- D. Emergency grants: Grants awarded for supplemental security in a facility containing a state court or probation office. Funds are specifically awarded for emergency needs related to court security.
- E. Fund: The Court Security Cash Fund created in Section 13-1-204, C.R.S.
- F. Local security team: A group of individuals from a county that oversees issues of court security and that includes, at a minimum, the chief judge of the district court in the county or their designee, the sheriff or their designee, and a county commissioner or county manager or their designee.
- G. Official act or official action: Any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.

1-2 Authority and Basis

- A. The Court Security Cash Fund Commission was established by Senate Bill 07-118 and is codified in Section 13-1-201, *et. seq.*, C.R.S. The Commission and the Fund are intended to provide counties with supplemental security funding at a facility containing a state court or probation office. Grants from the fund will be given to counties based on the criteria specified in 2-1 of these Rules for:
 - 1. The provision of ongoing security staffing to the counties with the most limited resources,
 - 2. The purchase of security equipment or related structural improvements,
 - 3. The provision of training for the local security teams on issues of court security,
 - 4. Miscellaneous funding needs associated with issues of court security or security equipment, or
 - 5. Emergency needs related to issues of court security or court equipment.

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- B. Per Section 13-1-201(1)(b), C.R.S., the responsibility for providing adequate security for state court facilities rests with county governments. However, the level of funding and services that each county can provide for security varies throughout the State.

1-3 Purpose and Scope


- A. The purpose of these Rules is to define who may apply for grants from the Court Security Cash Fund Commission, how awarded funds may be used, the basic application procedures, and the use of the Fund by the State Court Administrator.
- B. These Rules prescribe the procedures to be followed in making, filing, and evaluating grant applications, the criteria for evaluation, the compliance review process used to ensure that counties are using each grant award as specified, and guidelines necessary for administering the program.

1-4 Funding

- A. The Fund consists of any moneys appropriated by the General Assembly.
- B. Surcharges assessed and collected on specific court fees as defined in Section 13-1-204(1)(b), C.R.S., are credited to the Fund.
- C. The State Court Administrator may accept gifts, grants, or donations from any private or public source for the purpose of implementing the Fund or Commission.
- D. All moneys credited to the Fund shall be available for grants awarded by the State Court Administrator, based on recommendations of the Commission, to counties for the purposes described in these Rules.
- E. The State Court Administrator may use a portion of the moneys for administrative costs incurred through the implementation of the Court Security Cash Fund and the Court Security Cash Fund Commission.
- F. Any unexpended or unencumbered moneys remaining in the Fund at the end of any fiscal year, along with any investment earnings derived from the deposit and investment of moneys in the Fund, shall remain in the Fund and shall not be credited or transferred to the general fund at the end of the year.
- G. The grant fiscal year is July 1, 2024, through June 30, 2025.

2-1 Who May Apply


- A. Only Colorado county governments are eligible to apply and must do so via their local security team as defined in 1-1 of these Rules.
- B. Grant awards will be distributed based on the following priority schedule:
1. Requests from counties that meet the criteria below shall have the highest priority, and
 2. Requests for moneys for personnel costs shall be given subsequent priority.
- C. Counties that meet at least two of the four criteria below shall be given the highest priority for need-based grants for supplemental court security personnel services:
1. Counties in which the total population is below the state median, as determined by the most recent data published by the Department of Local Affairs.
 2. Counties in which the per capita income is below the state median, as determined by the most recent data published by the Department of Local Affairs.

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3. Counties in which property tax revenues are below the state median, as determined by the most recent data published by the Department of Local Affairs.
 4. Counties in which the total county population living below the federal poverty line is greater than the state median, as determined by the most recent census published by the United States Bureau of the Census.
- D. Attachment A lists the priority level of counties as determined by data provided by the Department of Local Affairs. Attachment B illustrates the same information on a map. This list will be utilized by the Commission in determining priorities for grant funds when reviewing and selecting grant applications.

2-2 Use of Grant Funds


- A. Funds shall only be used to supplement existing county funding for:
 1. Security staffing at a facility containing a state court or probation office,
 2. Security equipment or related structural improvements for a facility containing a state court or probation office,
 3. Training on issues of court security, or
 4. Miscellaneous funding needs associated with issues of court security or security equipment.
- B. Funds shall not be used for:
 1. Architectural services,
 2. Non-security related construction,
 3. Firearms,
 4. POST certification training,
 5. Computers and computer servers unless they are an integral part of a security system (e.g., surveillance system or access control system),
 6. Law enforcement equipment that could not clearly be identified as having a court security purpose,
 7. Vehicles,
 8. ADA compliance issues that do not concern security, or
 9. Emergency lighting already required by a Fire Marshal.
- C. Grants from the Fund shall not be used to supplant moneys already allocated by a county for court security purposes or any county funding in counties with the means to support their court security needs.
- D. Grant recipient employees and agents are not employees or agents of the Judicial Department. Recipients shall have no authorization, express or implied, to bind the Judicial Department to any agreements, liability, or understandings except as expressly stated in the grant conditions. The county shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.
- E. Grant funds shall not be used to reimburse expenses associated with the project that were incurred or contracted for prior to the effective date of the grant contract.
- F. Counties must ensure that open procurement procedures will be followed for purchases for goods and services made as part of the project for which grant funds were awarded.

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1. The county shall provide documentation of the procurement procedure followed for any purchase under this award to the Judicial Department upon request.
 2. The county will comply with their own procurement policies and procedures for purchases made using grant funds.
 3. If the county does not have procurement policies and procedures, they shall comply with the Judicial Department's Procurement Rules.
- G. No indirect costs associated with the grant or the project shall be allowed from grant funds.
- H. Pursuant to Section 1-45-117, C.R.S., grant funds shall not be used for any advocacy-related services. For purposes of these Rules, "advocacy-related services" means actions to urge electors to vote in favor of or against a current or future ballot issue or referred measure.
- I. Pursuant to Section 24-80.1-104, C.R.S., construction or capital improvement plans for use of grant funds on a courthouse listed on the State Register of Historic Properties shall be provided to the State Historical Society for review of the proposed project.
- J. The Commission may consider granting funds on a contingency basis as matching funds for a county applying for State Historical Fund or Department of Local Affairs' grant funds. If the State Historical Fund or Department of Local Affairs grant is not awarded to the county, the Commission shall withdraw the grant of contingent funds or, in the Commission's discretion, modify the purpose and amount of the grant.

2-3 Regular Grant Application Procedures

- A. Applications for grants from the Fund shall be submitted in the manner adopted by the Commission, in accordance with the timelines and guidelines as set forth in these Rules.
- B. Applications shall be made to the Commission through the Office of the State Court Administrator.
- C. Applications must be entered and submitted by the deadline using the Office of the State Court Administrator's online grant management system.
 1. All sections of the application must be completed and contain all required approvals from each member of the local security team, which includes the chief judge, board of county commissioners, and sheriff, or a duly authorized representative of any one of the aforementioned members, prior to submission.
 2. Incomplete applications will not be considered for grant award.
 3. Applications will not be accepted by any method other than the online grant management system, including email, fax, post, or in person.
 4. Complete applications received on or before the deadline will be considered for award.
 5. Applications completed after the deadline will not be considered for grant award.
- D. Potential applicants may contact the Office of the State Court Administrator during the application process if they have questions about or need clarification related to the Rules or the grant application process.
- E. The Office of the State Court Administrator may contact and obtain clarifying information and materials after the application due date from an applicant that has submitted an application by the due date to aid in reviewing and scoring the application. This may result in an applicant submitting a revised application with additional information.

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2-4 Emergency Grant Application Procedures


- A. On an annual basis, the Commission may set aside a specific amount of appropriated funds to allow for emergency awards.
- B. Applications for grants from the Fund shall be submitted in the manner adopted by the Commission, in accordance with the timelines and guidelines as set forth in these Rules.
- C. Applications shall be made to the Commission through the Office of the State Court Administrator.
- D. Emergency funding applications may be submitted at any time during the year. Applications requesting emergency grant funds will be given immediate priority and consideration for approval, depending on the availability of grant funds at the time of application.
- E. Applications must be entered and submitted using the Office of the State Court Administrator's online grant management system.
 1. All sections of the application must be completed and contain all required approvals from each member of the local security team, which includes the chief judge, board of county commissioners, and sheriff, or a duly authorized representative of any of the aforementioned members, prior to submission.
 2. Incomplete applications will not be considered for grant award.
 3. Applications will not be accepted by any method other than the online grant management system, including email, fax, post, or in person.
- F. Potential applicants may contact the Office of the State Court Administrator during the application process if they have questions about or need clarification related to the Rules or the grant application process.
- G. The Office of the State Court Administrator may contact and obtain clarifying information and materials after the application due date from an applicant that has submitted an application by the due date to aid in reviewing and scoring the application. This may result in an applicant submitting a revised application with additional information.

3-1 Selection Criteria

- A. Applications to the Court Security Cash Fund will be reviewed and selected in a manner that supports the intent of the Fund to ensure the safety of employees and users of state court facilities.
- B. The Commission shall review the applications to ensure that they meet the intent of the Fund to provide supplemental court security in counties with the most limited financial resources.
- C. Applications requesting funds for any use other than those approved under Section 2-2 A are ineligible for a grant award and will not be considered.
- D. There is no minimum amount for either annual or emergency grant applications or awards.

3-2 Consideration of Grant Applications

- A. The Commission will consider all valid applications for possible funding based upon the criteria contained within these Rules and including, but not limited to, the legislative declaration in Section 13-1-201, C.R.S.
- B. The Commission may also consider the following aspects in reviewing grant applications:

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1. The county has agreed to disclose pertinent financial statements to the Commission or the State Court Administrator for review.
2. The county has demonstrated good faith in providing security before seeking a grant from the Fund.
3. The State Court Administrator is satisfied that the county does not have significant uncommitted reserves.
4. The State Court Administrator is satisfied that the organization does not have deficiencies related to the services to be provided or financial obligations to be undertaken through this grant.
5. Where applicable, the county's ability to meet all grant conditions and rules in the prior award period, including, but not limited to, timely grant reporting and reimbursement requirements.
6. Where applicable, the results of any programmatic and/or financial review or audit of the county's performance in the prior grant award period.

3-3 Grant Selection


- A. The Commission shall document its final recommendations to the State Court Administrator.
- B. The Commission may recommend multiple grants be awarded during any grant cycle.
- C. The Commission may expand the criteria used for evaluating grant applications beyond those explicitly stated in these Rules if such additional criteria are necessary for selection of a grant award recipient.
- D. The Commission is not obligated to award grants from the Fund during any grant cycle.
- E. A prior grant award is not a guarantee of future or continued grant awards from the Fund.

3-4 Grant Approval

- A. An affirmative vote of the majority of the Commission members attending the annual award meeting shall be required to recommend a grant application to the State Court Administrator for award. If subsequent emergency awards are requested, an affirmative vote of the majority of the Commission members shall be required to recommend a grant application to the State Court Administrator for award.
- B. A Commissioner shall recuse themselves from the deliberation and vote on a specific application if there is an appearance of impropriety or conflict of interest as it relates to the application.
- C. The Commission will submit a list of recommended grant applications to the State Court Administrator for final approval.
- D. The State Court Administrator will issue a final approval of grant applications.
- E. The decision of the State Court Administrator shall be final and shall not be subject to any appeal.
- F. Upon final approval, the State Court Administrator will notify the grant recipients.

3-5 Conflicts of Interest

- A. It is the policy of the Judicial Department and the Court Security Cash Fund Commission that Commission members engaged in the process of awarding grant funds shall conduct themselves in a manner to avoid (i) actual or apparent conflicts of interest, (ii) the appearance of

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impropriety, or (iii) an adverse effect on the confidence of the public in the integrity of the judicial system, consistent with Section 24-18-101, *et seq.*, C.R.S., and Chief Justice Directive 08-06.

1. Commission members shall not perform an official act which may have a direct economic benefit on a business or other undertaking in which such member has a direct or substantial financial interest. "Financial interest" means a substantial interest held by an individual which is: (i) an ownership interest in a business, (ii) a creditor interest in an insolvent business, (iii) an employment or a prospective employment for which negotiations have begun, (iv) an ownership interest in real or personal property, (v) a loan or any other debtor interest, or (vi) a directorship or officership in a business.
 2. Commission members who are elected government officials shall refrain from taking any official action on specific grant applications submitted by the jurisdiction they serve in an elected capacity.
 3. Commission members who are judicial officers shall refrain from taking any official action on specific grant applications submitted by a county within the judicial district they serve.
- B. In situations where official action will be taken on a matter for which committee members have such a conflict or in which there may be the appearance of such a conflict, such members shall absent themselves from the hearing room or other venue prior to any discussion of the action and until such action has been taken.

3-6 Chair

- A. The Commission members shall, by majority vote, elect a chair for purposes of conducting Commission business and meetings in a more orderly and efficient manner. The chair shall serve terms as set by the Commission members.

4-1 Award and Disbursement Process

- A. The Office of the State Court Administrator will provide notification of grant award to the counties awarded.
- B. The Office of the State Court Administrator will provide a grant contract via the Department's online contract management system. The county must complete the grant contract process using this system.
- C. The Office of the State Court Administrator will coordinate the disbursement of grant funds to the county. Such disbursements will be made solely for the reimbursement of actual expenses incurred by the county and in accordance with the grant contract.
- D. Payment requests must include detailed supporting documentation. The State Court Administrator shall review the sufficiency and appropriateness of all payment requests and supporting documentation.
 1. Recipients must include a spreadsheet showing the calculations used to determine the expenses claimed for reimbursement.
 2. Personnel expenses must include official payroll documentation, including timesheets and a payroll report or paystub, showing the hours worked and pay rate for each county staff member claimed for reimbursement. If the staff member works in multiple areas,

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timesheets must clearly identify total hours and the hours spent on court security funded by this grant. Requests can include only the actual time worked providing security at a state court facility or probation office.

3. Non-personnel expenses must include backup that consists of the applicable invoices, receipts, payment applications, and/or other documents itemizing payment details.
4. The State Court Administrator reserves the right to require additional supporting documentation prior to disbursement.

4-2 Grant Recipient Obligations


- A. The county is responsible for preparing and submitting all programmatic reports, financial reports, and payment requests required by the State Court Administrator, including additional supporting documentation.
- B. The county is responsible for all costs incurred in excess of the grant award that are associated with the grant.
- C. Once a county has been awarded a grant, the county shall use the grant funds as designated and described in the grant application and contract.
- D. The county shall immediately notify the State Court Administrator in writing if the county becomes aware that the grant funds awarded will exceed total project costs.

4-3 Project Review and Compliance

- A. The purpose of the compliance review process is to determine if the county is using grant funds as specified in the grant award and in accordance with generally accepted accounting principles.
- B. Depending on the timeframe established in the grant contract or upon request by the State Court Administrator, the grant recipient shall submit a narrative report to the State Court Administrator detailing specifically how funds have been used.

4-4 Denial or Termination of Funding

- A. The State Court Administrator and the Commission may, in whole or in part, deny or terminate funding for, or impose another sanction on, a Recipient for any of the following reasons:
 1. Failure to comply substantially with the requirements and objectives of the Court Security Cash Fund, Rules issued thereunder, or other provisions of federal, state, or local law.
 2. Failure to adhere to the requirements, standard conditions, or special conditions of the State Court Administrator or the Commission.
 3. Failure to adhere to the requirements or guidelines of the grant contract.
 4. Submitting a request for payment for goods or services not included in the scope of the original application and the purpose of the Fund.
 5. Proposing or implementing substantial project changes to the extent that, if originally submitted, the application would not have been approved for funding.
 6. Failure to submit documents as required by these Rules and the grant contract.
 7. Filing a false certification or request for payment in the application or other report or document.
 8. Other good cause shown.

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Attachment A: County Priority List

Fiscal Year 2025 Priority Level* for Court Security Cash Fund grants by county, based on 2022 data.
Range: 0 (lowest) to 4 (highest)


County	Priority Level	Highest Priority	County	Priority Level	Highest Priority
Adams	1		Kit Carson	3	Yes
Alamosa	3	Yes	La Plata	1	
Arapahoe	0		Lake	2	
Archuleta	2		Larimer	1	
Baca	4	Yes	Las Animas	4	Yes
Bent	4	Yes	Lincoln	4	Yes
Boulder	1		Logan	2	
Broomfield	0		Mesa	2	
Chaffee	2		Mineral	3	Yes
Cheyenne	4	Yes	Moffat	3	Yes
Clear Creek	1		Montezuma	2	
Conejos	4	Yes	Montrose	2	
Costilla	4	Yes	Morgan	2	
Crowley	4	Yes	Otero	3	Yes
Custer	3	Yes	Ouray	2	
Delta	3	Yes	Park	0	
Denver	1		Phillips	4	Yes
Dolores	4	Yes	Pitkin	0	
Douglas	0		Prowers	4	Yes
Eagle	0		Pueblo	2	
El Paso	0		Rio Blanco	4	Yes
Elbert	0		Rio Grande	4	Yes
Fremont	3	Yes	Routt	0	
Garfield	0		Saguache	4	Yes
Gilpin	2		San Juan	4	Yes
Grand	0		San Miguel	1	
Gunnison	0		Sedgwick	4	Yes
Hinsdale	2		Summit	0	
Huerfano	4	Yes	Teller	0	
Jackson	4	Yes	Washington	4	Yes
Jefferson	0		Weld	0	
Kiowa	4	Yes	Yuma	4	Yes

*Per Section 13-1-205(3) & (4), C.R.S.

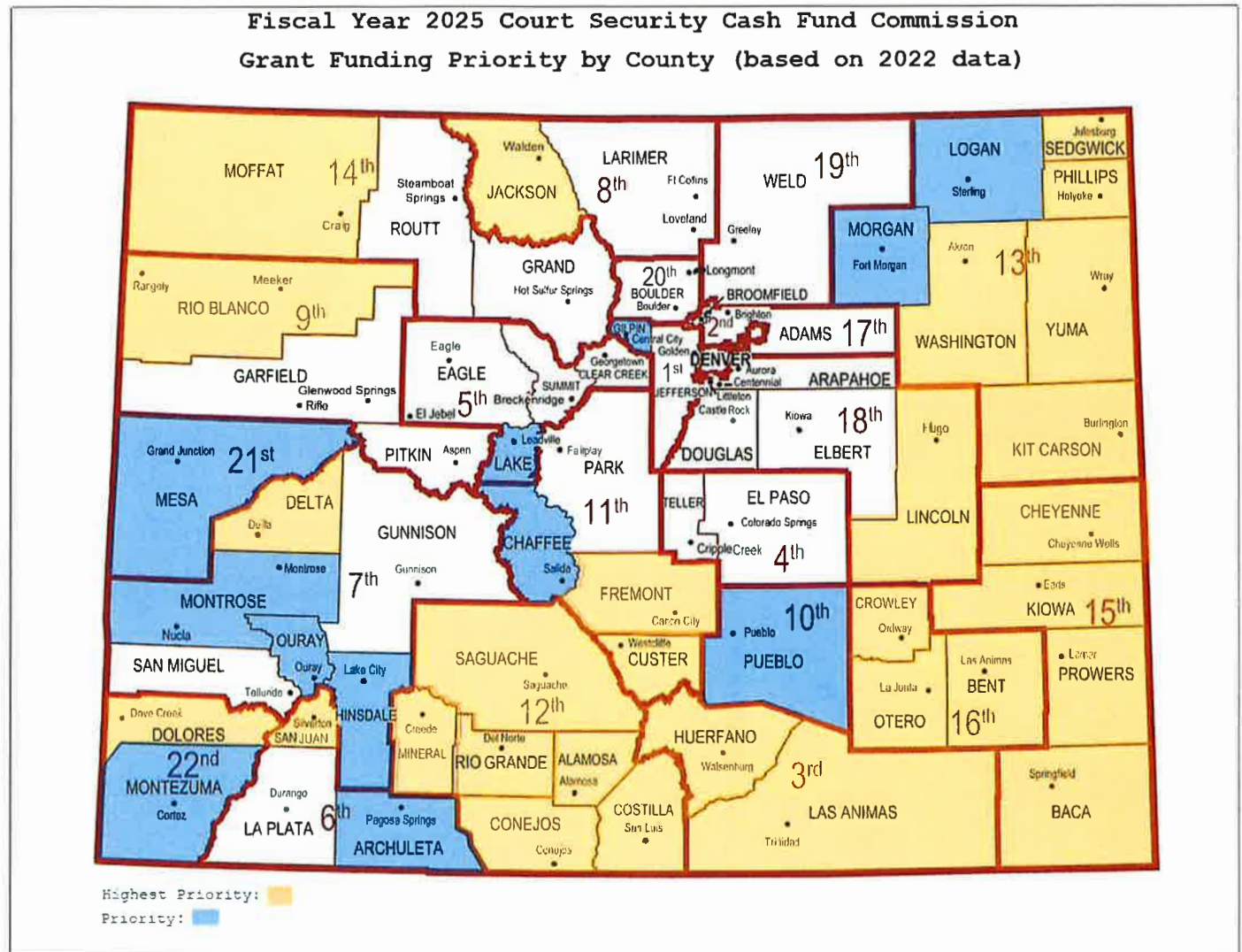
Criteria – One priority point per criteria met by county.

Counties that meet at least two of four criteria listed below are given the highest priority for need based grants for court security personnel services:

- Counties in which the total population is below the state median;
- Counties in which the per capita income is below the state median;
- Counties in which the property tax revenues are below the state median; or
- Counties in which the county population below the federal poverty line is above state median.

COLORADO JUDICIAL DEPARTMENT COURT SECURITY CASH FUND COMMISSION	FISCAL YEAR 2024/25	
GRANT AWARD	PAGE 17	

Attachment B: County Priority Level Map





Prowers County Court Security

Prepared by Prowers County
for Colorado Judicial Department 2024/25 Court Security Cash Fund Grants

Submitted by Mark Westhoff

Submitted on 04/12/2024 3:42 PM Mountain Standard Time



Opportunity Details

Opportunity Information

Title

2024/25 Court Security Cash Fund Grants

Description

Overview

Grants to Colorado county governments to provide supplemental funding for security staffing in the counties with the most limited financial resources and funding for court security equipment, local security team training, and emergency security needs.

Background

The Court Security Cash Fund Commission, Cash Fund, and grant program were established by Senate Bill 07-118 and codified in Section 13-1-201 to 205, C.R.S. The Commission and the Fund were created to provide Colorado counties with supplemental security funding for facilities containing a state court or probation office. Although county governments are responsible for providing security at state court facilities, the level of funding and services that each county can offer varies throughout the State. The Court Security Cash Fund grant program aims to help counties with the most limited resources meet their security-related responsibilities.

Statutes require grant funding to be used for the following purposes:

1. The provision of court security staffing in counties with the most limited resources.
2. The purchase of security equipment or related structural improvements.
3. The provision of court security training for local security teams.
4. Miscellaneous funding needs associated with court security issues or security equipment.
5. Emergency needs associated with court security issues or court equipment.

The Office of the State Court Administrator issues and administers these grants upon recommendation by the Court Security Cash Fund Commission.

Awarding Agency Name

Office of the State Court Administrator

Agency Contact Name

Jody Whitright

Agency Contact Phone

720-625-5841

Agency Contact Email

CourtSecurityGrants@judicial.state.co.us

Fund Activity Categories

Law, Justice and Legal Services

Opportunity Manager

Jody Whitright

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/b5bbb868-65dd-4086-ac32-cf02fa9e641d>

Is Published

Yes

Funding Information



Funding Sources

State

Funding Source Description

Section 13-1-201 to 205, C.R.S.

Award Information

Award Period

07/01/2024 - 06/30/2025

Indirect Costs Allowed

No

Submission Information

Submission Window

03/15/2024 8:00 AM - 04/15/2024 5:00 PM

Submission Timeline Type

One Time

Allow Multiple Applications

No

Question Submission Information

Question Submission Open Date

03/14/2024 8:00 AM

Question Submission Close Date

04/15/2024 5:00 PM

Question Submission Email Address

CourtSecurityGrants@judicial.state.co.us

Technical Assistance Session

Technical Assistance Session

Yes

Session Date and Time

03/20/2024 10:00 AM

Conference Info / Registration Link

<https://judicial.webex.com/judicial/j.php?MTID=mc6bac16b12059ae1b2f196318ef18cbb>

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- County Governments

Additional Eligibility Information



Grants are awarded to Colorado counties according to the following priorities:

- a. Requests that meet the need-based criteria below shall have the highest priority.
- b. Requests for moneys for personnel costs shall be given subsequent priority.

Need-Based Funding Criteria

Counties that meet at least two of the four criteria below are given the highest priority for grants for court security personnel services:

- a. Counties in which the total population is below the state median.
- b. Counties in which the per capita income is below the state median.
- c. Counties in which the property tax revenues are below the state median.
- d. Counties in which the county population living below the federal poverty line is above the state median.

Additional Information

Additional Information URL

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

Additional Information URL Description

For full information on this grant, refer to the Grant Rules via the link above.

Award Administration Information

Reporting

Reporting for this grant includes submission of quarterly payment requests and data on court security issues.

Other Information

This is a reimbursement grant for actual approved expenses incurred by the county during the grant period.

Grants funds may not supplant any county funding for state court security needs. Furthermore, grant funds shall not be used for:

1. Architectural services
2. Non-security related construction
3. Firearms
4. POST certification training
5. Computers and computer servers unless they are an integral part of a security system (e.g., surveillance system or access control system)
6. Law enforcement equipment that could not clearly be identified as having a court security purpose
7. Vehicles
8. ADA compliance issues that do not concern security
9. Emergency lighting already required by a Fire Marshal



Project Information

Application Information

Application Name

Powers County Court Security

Award Requested

\$165,280.79

Total Award Budget

\$165,280.79

Primary Contact Information

Name

Mark Westhoff

Email Address

mwesthoff@powerscounty.net

Address

301 South Main Street, Suite 215
Lamar, Colorado 81052

Phone Number

(719) 336-8029



Project Description

Court Security Application

Applicant Information

County's Name

Prowers County

Person entering this application

Applicant - Name

Mark Westhoff

Applicant - Title

County Administrator

Applicant - Email

mwesthoff@prowerscounty.net

Applicant - Phone

7193368025

If awarded, who is the county's representative authorized to sign the grant contract? The person you designate below will receive the final contract from DocuSign via email.

Signatory - Name

Ron Cook

Signatory - Title

Chairman, County Commissioner

Signatory - Email

rcook@prowerscounty.net

Signatory - Phone

7196882681

Judicial District Information

Judicial District Number (must be entered as a number)

15

Chief Judge - Name

Michael Davidson

Court Executive - Name

Diane Crow

Chief Probation Officer - Name



Byron Hall

Acknowledgements

The county acknowledges that the responsibility for providing adequate security for state court facilities rests with county governments and that grant funds may not supplant any county funding.

☒ Yes

Personnel Requests: The county acknowledges that the intent of any approved personnel grant is to provide supplemental court security staffing at a facility containing a state court or probation office. The grant recipient's employees and agents are not employees or agents of the Judicial Department. The recipient shall have no authorization, express or implied, to bind the Judicial Department to any agreements, liability, or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents, and subcontractors, if any, during the term of this grant award. The recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.

☒ Yes

Personnel Requests: The county acknowledges that personnel grants are not intended to pay for any specific county employee; instead personnel grants are intended to provide supplemental staffing in addition to the county's staffing. This means that grant funds may cover only a portion of a county security employee's salary and benefits. For example, the grant may cover 60 percent of the employee's salary and benefits, while the county may cover 40 percent.

☒ Yes

Narrative

Please describe the county's plan for building security.

The Prowers County Court Security Team continues to meet the criteria for statutory priority status. We have benefited greatly from the prior generous awards of grant monies which have afforded us Courthouse security personnel as well as related infrastructure and equipment. Our Court Security Team is comprised of our three Judges, three County Commissioners, Sheriff, Chief Probation Officer, and District Court Administrator. We continue to work together to set our Courthouse security priorities and greatly appreciate the opportunity to apply for your funding.

We know that our community is safer because of the security investment made in our Courthouse. The public has access to the Courts, Court Administration, Probation, Useful Public Service, Treasurer, Assessor, Clerk & Recorder,

Commissioners and County Administration, all of which are located in the Courthouse. For FY2024-2025 we are requesting a **total of \$165,280.79** in order to maintain our court security efforts. It goes without saying that our

request for on-going, additional funding is imperative. We strive to continue to provide a secure workplace for the state and county employees whose offices are located in the Courthouse, as well as a safe environment for the citizens who

need access to the services provided by the courts, probation, and local government offices therein.

Please describe how the county will use the requested grant funds.

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. We anticipate annual 2080 hours for this position plus around

850 hours of overtime per year. In addition to this security personnel, we have been able to provide additional 2080 hours of security personnel in our courtrooms during trials and hearings. The total FTE for courthouse security

personnel under this model would be 2, costing approximately **\$138,880.79**. The extra security personnel was vital over the past year, especially during a few extreme cases where security was needed urgently in the courtrooms and courthouse entry.

We would also like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of **\$26,400.00** to provide staff support to accommodate video detention hearings, saving the County and Courts



time and money each year while offering appropriate legal services to citizens.

We can produce supporting documentation regarding the above-referenced items. We greatly appreciate your past support as we have the opportunity to apply for additional funding to sustain and improve our security measures. Should

you need any additional information, please feel free to contact us.



County Approval

Background

The statute governing this grant requires applications to be signed by three authorized representatives of the county's local security team. This includes each of the following individuals *or their designee* [Section 13-1-202(3) and 13-1-205(1), C.R.S.]:

1. County Commissioner or Manager
2. Sheriff
3. Chief Judge of the District Court (see note below in red)

To get these approvals, the county should invite these individuals, *or their designees*, in AmpliFund to review and approve the application electronically (they will receive an invitation email with a link to your application in AmpliFund). If the individual already has AmpliFund access, the county should ask the approver to login to their account. See the website for the instructions named [Adding Users and Approvers](#).

The authorized approver will complete this form showing their approval for the application. See the website for the instructions named [Approving the Application](#).

NOTE: AmpliFund currently prevents a Chief Judge from being able to approve grants in multiple counties due to the background structure of the system. Therefore, if a Chief Judge has more than one county within their district for which AmpliFund approvals are required, a county may need to add the Clerk of Court (or other designee as determined by the Chief Judge) as a user to approve on behalf of the Chief Judge.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

County Representative - I have reviewed this application and approve the request. By checking "Yes" and typing my name below, I am electronically signing this application.

☒ Yes

County Representative - Name

Ron Cook

County Representative - Title

Chairman, County Commissioner

County Representative - Email

rcook@prowerscounty.net



Sheriff Approval

Background

The statute governing this grant requires applications to be signed by three authorized representatives of the county's local security team. This includes each of the following individuals *or their designee* [Section 13-1-202(3) and 13-1-205(1), C.R.S.]:

1. County Commissioner or Manager
2. Sheriff
3. Chief Judge of the District Court (see note below in red)

To get these approvals, the county should invite these individuals, *or their designees*, in AmpliFund to review and approve the application electronically (they will receive an invitation email with a link to your application in AmpliFund). If the individual already has AmpliFund access, the county should ask the approver to login to their account. See the website for the instructions named [Adding Users and Approvers](#).

The authorized approver will complete this form showing their approval for the application. See the website for the instructions named [Approving the Application](#).

NOTE: AmpliFund currently prevents a Chief Judge from being able to approve grants in multiple counties due to the background structure of the system. Therefore, if a Chief Judge has more than one county within their district for which AmpliFund approvals are required, a county may need to add the Clerk of Court (or other designee as determined by the Chief Judge) as a user to approve on behalf of the Chief Judge.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

Sheriff - I have reviewed this application and approve the request. By checking "Yes" and typing my name below, I am electronically signing this application.

☒ Yes

Sheriff - Name

Sam Zordel

Sheriff - Email

szordel@prowerscounty.net



Judicial Department Approval

Background

The statute governing this grant requires applications to be signed by three authorized representatives of the county's local security team. This includes each of the following individuals *or their designee* [Section 13-1-202(3) and 13-1-205(1), C.R.S.]:

1. County Commissioner or Manager
2. Sheriff
3. Chief Judge of the District Court (see note below in red)

To get these approvals, the county should invite these individuals, *or their designees*, in AmpliFund to review and approve the application electronically (they will receive an invitation email with a link to your application in AmpliFund). If the individual already has AmpliFund access, the county should ask the approver to login to their account. See the website for the instructions named [Adding Users and Approvers](#).

The authorized approver will complete this form showing their approval for the application. See the website for the instructions named [Approving the Application](#).

NOTE: AmpliFund currently prevents a Chief Judge from being able to approve grants in multiple counties due to the background structure of the system. Therefore, if a Chief Judge has more than one county within their district for which AmpliFund approvals are required, a county may need to add the Clerk of Court (or other designee as determined by the Chief Judge) as a user to approve on behalf of the Chief Judge.

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

Judicial Department Approval

The county must receive approval from the Chief Judge for this application. Please select one of the options below:

- ☒ Upload an email, letter, or other document from the Chief Judge stating their approval.
- ☐ Invite the Clerk of Court to collaborate on the application so they can work with the Chief Judge to obtain their approval.

Upload the Chief Judge's approval:

Judge Davidson Approval 2024-2025 Court Security Grant.pdf



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
2 FTE Court Security	\$138,880.79	\$138,880.79
Subtotal	\$138,880.79	\$138,880.79
Other		
DAP Video Detention Hearing	\$26,400.00	\$26,400.00
Subtotal	\$26,400.00	\$26,400.00
Total Proposed Cost	\$165,280.79	\$165,280.79

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$165,280.79	\$165,280.79
Subtotal	\$165,280.79	\$165,280.79
Total Proposed Revenue	\$165,280.79	\$165,280.79

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Describe how the amount was calculated, including the anticipated annual hours.

2 FTE Court Security

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. We anticipate annual 2080 hours for this position plus around 850 hours of overtime per year. In addition to this security personnel, we have been able to provide additional 2080 hours of security personnel in our courtrooms during trials. The total FTE for courthouse security personnel under this model would be 2, costing approximately \$138,880.79.

Other

Describe each item to be purchased, including the quantity and price.



DAP Video Detention Hearing

We would like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of \$26,400.00 to provide staff support to accommodate video detention hearings, saving the County and Courts time and money each year while offering appropriate legal services to citizens.

Signatures

Number of pages (including this one): 31

- ✓ Document signed electronically, the signatories agreeing that it is authentic between them.
- ✓ By signing this document, the signatories acknowledge and agree that they have carefully read this document and approve all its terms.

Nom: Cook Ron

Fonction:

Place: Prowers

Date: 06/11/24 | 10:40 AM PDT

DocuSigned by:


D4E4349F583143A...

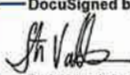
Nom: Vasconcellos Steven

Fonction:

Place: Denver

Date: 06/12/24 | 9:16 AM MDT

DocuSigned by:


7A259986F512420...

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/25/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/10/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Contract Amendment #6 to Original Contract 21 IHIA 159839 between the Prowers County Department of Human Services and the Colorado Department of Early Childhood to facilitate the Prowers and Baca Counties Roots and Wings Early Childhood Program with contract dates from 6/30/24 through 6/30/25 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement with a handwritten signature.”

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 #6

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 159839
Contractor Prowers County Department of Human Services PO BOX 1157 1001 South Main Street Lamar, CO 81052	CTGG1 QAAA 2025- A6 GAE QAAA 2025-
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). CTGG1 IHIA 2021-010 GAE QAAA 2021-040	Contract Performance Beginning Date July 1, 2020
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). CTGG1 IHIA 2022-026 GAE IHIA 2022-104	Current Contract Expiration Date June 30, 2025



<p>State Fiscal Year 2023 \$156,460*</p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <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 <p>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).</p> <p>CTGG1 QAAA 2023-117 GAE QAAA 2023-103</p> <p>State Fiscal Year 2024 \$160,492*</p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <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 <p>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).</p> <p>CTGG1 QAAA 2024-193 GAE QAAA 2024-172</p> <p>State Fiscal Year 2025 \$89,077*</p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <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 <p>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).</p> <p>CTGG1 QAAA 2024-193 (AOC & FCCHN) CTGG1 QAAA 2025- (ECSB, CSQI) GAE QAAA 2025-</p> <p>Total for All State Fiscal Years \$582,187*</p>	
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Signature Page begins on next page →



THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p>CONTRACTOR Prowers County Department of Human Services</p> <p>_____ By: Lanie Meyers-Mireles, Director</p> <p>Date: _____</p>	<p>STATE OF COLORADO Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <p>_____ By: Stephanie Beasley, Deputy Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Laura Curnow, CDEC Controller</p> <p>Amendment Effective Date: _____</p>	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment, or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

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 SFY25 services and amends Exhibits A, B, F, G; adds Exhibits H and I and removes Exhibit E.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from September 30, 2024 to June 30, 2025**

The 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 SFY25 by \$68,121 from \$20,956 to \$89,077 and Increase the Maximum Amount for All State Fiscal Years from \$514,066 to \$582,187.**

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 #6, 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 #6, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #5 page 3 of the Original Contract.

E. Exhibit E, HIPAA Business Associate Agreement

Exhibit E is hereby removed from the contract.

F. Exhibit F, Additional Provisions

Exhibit F – Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #5 of the Original Contract.

G. Exhibit G, Supplemental Provisions for Federal Awards

Exhibit G – Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

H. Exhibit H, State of Colorado Data Sharing Agreement Exhibit

Exhibit H – Amendment #6, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

I. Exhibit I, PII Certification

Exhibit I – Amendment #6, which is attached and incorporated by this Amendment, shall be added to 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.



COLORADO
Department of Early Childhood

Exhibit A – Amendment #6

STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
AVAILABILITY OF CARE (AOC) 7/1/24-9/30/24
FAMILY CHILDCARE HOME NAVIGATOR (FCCH) – 7/1/24-9/30/24

**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, 2024– JUNE 30, 2025

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 childcare, 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, 2024 – June 30, 2025

ACRONYMS

Availability of Care Funds (AOC)
 Child Care Resource and Referral (CCR&R)
 Colorado Child Care Assistance Program (CCCAP)
 Colorado Department of Early Childhood (CDEC)
 Colorado Department of Human Services (CDHS)
 Colorado Shines Quality Improvement (CSQI)
 Department of Human Services (DHS)
 Early Childhood Council (ECC)
 Early Childhood Council Leadership Alliance (ECCLA)

Family Child Care Home Navigator Project (FCCH)
 General Accounting Encumbrance (GAE)
 Level 2 (L2)
 Levels 3-5 (L3-5)
 Memorandum of Understanding (MOU)
 Professional Development Information System (PDIS)
 Quality Improvement (QI)
 Roots and Wings for Children Baca and Prowers County Early Childhood Council (R&W BPCECC)

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	Budget Category
Review strategic plan annually	7/1/2024-6/30/2025	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 directionAll 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	Personnel & Supplies



Exhibit A – Amendment #6

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.	7/1/2024-6/30/2025	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 oneIncrease number of accountability goals met by 10%	Council Director or designee(s) named by Council Director, Council members	Personnel & Supplies
Report of progress of strategic plan's accountability goals	7/1/2024-6/30/2025	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, Council members	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 Annually update and submit council membership, including name and contact information for representative from each of the mandatory stakeholder group	7/1/2024-6/30/2025	Report and update as needed the name and contact information of the Council Director or interim employed by fiscal agent. 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. Council members sign a MOU between their agency/self and R&W, BPCECC.	<ul style="list-style-type: none">Document name and contact information and date information was updated & send to CDECDocument date updated information was sent and to whoAssure numbers of mandatory Council members are adequate per statutory requirements.Accurately reflect number of members on the Council	Council Director or designee(s) named by Council Director	Personnel & Supplies



Exhibit A – Amendment #6

Roots and Wings for Children Baca and Prowers County Early Childhood Council ~ Systems Building Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create council organizational chart of officer/leadership structure, including current officers. Review and adopt By-laws as presented.	7/1/2024-6/30/2025	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 information• Update information annually• Bylaws shall be reviewed at least annually or as needed• Keep records of changes to bylaws, who suggested the changes, results from council vote, and implementation from change• Revisions of information and Bylaws shall be submitted to CDEC	Council Director or designee(s) named by Council Director	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	Person(s) Responsible	Budget Category
Develop annual budget for supporting a local early childhood system and infrastructure to improve and coordinate early childhood services	7/1/2024-6/30/2025	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 changes• Document and submit date of budget approval by fiscal• Document and submit date budget were submitted to CDEC• Document and submit date budget approved by CDEC	Council Director or designee(s) named by Council Director	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	7/1/2024-6/30/2025	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 council• Encourage 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 Colorado Department of Early Childhood as needed or at least annually. Bylaws shall be reviewed and potentially revised as needed.

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, 2024 – June 30, 2025

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 Childcare 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 childcare 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)	7/1/2024-6/30/2025	Childcare 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 childcare 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 childcare 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	7/1/2024-6/30/2025	Childcare 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 provides to achieve Colorado Shines L2	Capture the number of childcare programs who sign fiscal agreement with the Department Capture the number of providers who were outreached to and/or received information Capture the number of providers who submit application for L2.	Navigator/Coaches (in partnership with Prowers/Baca DHS staff) Navigator/Coaches (in partnership with CCR&R and licensing)	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 and quality improvement (QI) coaching to targeted childcare providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies	7/1/2024-6/30/2025	Childcare providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	Capture the number of QI Coaching hours provided Capture total funds spent by providers on QI materials Capture total funds spent on professional development training Capture the Colorado Early Childhood Credential level of provider staff members Capture number of L3-5 childcare programs who enter into a fiscal agreement with DHS Capture number of childcare providers (that accept CCCAP) apply for a Level 3-5 Quality Rating Capture number of childcare providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 Capture number of CCCAP eligible children that are enrolled in high quality programs	Coach (in partnership with Prowers/Baca DHS Staff) and QI budget manager Coaching to be conducted through Children's First	Personnel & GAE Funding



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 childcare 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	7/1/2024-6/30/2025	Childcare providers who are at a Colorado Shines L3-5 shall sign a fiscal agreement with the Department.	Capture number of quality Level 3-5 childcare 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 childcare 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 Childcare providers during trainings or initial meetings to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/24-6/30/25 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 Childcare 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	7/1/2024-6/30/2025 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



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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
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	7/1/2024-6/30/2025 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	7/1/2024-6/30/2025 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	7/1/2024-6/30/2025	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



Exhibit A – Amendment #6

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 childcare subsidy. This includes local school districts who are licensed primarily for Colorado Preschool Program requirements.	7/1/2024-6/30/2025	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	7/1/2024-6/30/2025	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	7/1/2024-6/30/2025	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	7/1/2024-6/30/2025	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	7/1/2024-6/30/2025	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



Exhibit A – Amendment #6

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Childcare Assistance Program subsidies in high quality programs (Level 3-5)	7/1/2024-6/30/2025	<ul style="list-style-type: none">• Childcare 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)• Childcare providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5• Childcare 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.	7/1/2024-6/30/2025	<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 childcare subsidy being served in a high quality program.	7/1/2024-6/30/2025	<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
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	7/1/2024-6/30/2025	<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 media• Colorado Shines Quality Improvement information is included in the quarterly newsletter• Early Learning and Development tips are included in the quarterly newsletter• Colorado Shines & Early Learning and Development web addresses shall be included on marketing materials• Colorado 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 (AOC)					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #1		To complete the requirements set forth by Colorado Department of Early Childhood as it relates to the Availability of Care.			
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 2024-September 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
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 childcare management information system, if any, and on collecting information around provider strengths in supporting special populations; 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 childcare 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 Colorado Department of Early Childhood transition planning process;	July 2024-September 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



Exhibit A – Amendment #6

Task	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
5. develop recommendations for how statewide systems could improve to better support the connection of families to real-time slot availability.	July 2024-September 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 Childcare Navigator (FCCH) Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: #1	Promote Family Childcare 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 Childcare Home Navigators Project:					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1. Hire an individual to be the Family Childcare Navigator Coordinator or contract with a local entity to complete the work.	July 2024-September 30, 2024	Staff to complete the requirements set by CDEC.	Staff to complete the requirements set by CDEC.	Council Coordinator, Council Members	Personnel
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 childcare 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 Childcare 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 childcare home population in Colorado via ongoing communication with the CDEC, including any issues inhibiting family childcare home providers from accepting the Colorado Child Care Assistance Program (CCCAP);	July 2024-September 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	FCCH coordinator, Council Coordinator, All members.	Personnel and supplies.



Exhibit A – Amendment #6

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC). The designated program manager shall monitor all deliverables 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.

Contractor Name	Prowers County Department of Human Services (Fiscal Agent for Roots and Wings for Children, Dues and Prowers Early Childhood Council)
Budget Period	July 1, 2021 - June 30, 2023
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resources & Referral (CCR&N) Availability of Care (AOC) Family Child Care Home Navigator (FCCIN)

Program Contact Name, Title Phone Email	Courney Holli-Rogers 719-336-7486/165 cholli@powerscountsnz.net
Fiscal Contact Name, Title Phone Email	Lisa McCullough 719-336-3696 lmccullough@powerscounts.net

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Exhibit B - Appendix B

PERCENTAGE OF BUDGET BY PROJECT						FCCIN		Total Percentage	
ECOB	CSO	CCMAR	NDC	FCCIN		Total Percentage		1995	
35%	41%	0%	1%	46%		47%		100%	

* Figures are rounded and may not add due to rounding. $35 + 41 + 0 + 1 = 77$ and $77 + 23 = 100$



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 (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. 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

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.



EXHIBIT G – Amendment #6- 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 – 2402COCCDD;**
 - **ARP Discretionary – 2101COCDC6;**
- iv. The Federal award date is
 - **CCDF Discretionary – 1/31/2024**
 - **ARP Discretionary – 4/14/2021**
- v. The subaward period of performance start date is
 - **CCDF Discretionary – 10/01/2023 and end date is 09/30/2026;**
 - **ARP Discretionary – 10/01/2020 and end date is 09/30/2024**

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
FY25	CCDF Discretionary = \$38,863* ARP Discretionary = \$20,956	CCDF Discretionary = \$38,863* 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 \$4,539,739 (CCDF Discretionary) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.	CCDF Discretionary = \$38,863* 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;**

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, 710 South Ash Street, Building C, Glendale, CO 80246 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;**

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) **A – Statement of Work and Exhibit F – Additional Provisions.**
- 4) 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.**
- 5) Subrecipient's approved indirect cost rate is **the CDEC negotiated rate of 0%.**
- 6) 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.
- 7) The appropriate terms and conditions concerning closeout of the subaward are listed in **the General Provisions, Exhibit A – Statement of Work and Exhibit F – Additional Provisions.**
- 8) **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.
- 9) **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. 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 §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

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

STATE OF COLORADO DATA SHARING AGREEMENT

EXHIBIT

1. Defined Terms.

- a) “Anonymized Data” means Data that has been properly De-identified.
- b) “API” means an application programming interface.
- c) “API System” has the meaning described in the recitals.
- d) “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- e) “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- f) “Care Coordination” means the coordination of healthcare or other services that support an individual’s overall health and wellbeing.
- g) “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- h) “Data” means the information described in **Attachment A**.
- i) “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- j) “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, “De-Identified” means the removal of PII from the Data in accordance with HIPAA.
- k) “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
 - i) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- l) “OIT” means the Governor’s Office of Information Technology.

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- m) “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
 - n) “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
 - o) “Role-Based Use Policy” means the most recent version of the policy that defines the various role-based purposes for which the Data can be used by Recipient, which is hereby incorporated into this Agreement by reference. The current version is attached to this Agreement as **Attachment C**.
 - p) “State” means the State of Colorado.
 - q) “Transferring Agency Confidential Information” means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.
 - r) “Transferring Agency Records” means any and all Transferring Agency data, information, and records, regardless of physical form.
2. **Sharing of Data.** Transferring Agency will provide the Data to Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies. All Data sharing formats must be transmitted in accordance with all Office of Information Security (OIS) policies detailed in **Attachment B**, Section 4.a.i. of this Agreement, as well as any applicable HIPAA policies.
3. **Data Use and Restrictions.** Transferring Agency hereby grants Recipient a limited, revocable right to use, store, access, and process the Data solely for purposes of elements contained in their Scope of Work supporting quality improvement activities with providers as well as child care resource and referral (the “Purpose”). Specifically, Recipient may create and modify reports as a means for providing technical assistance and quality improvement activity tracking.
- a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.
 - b) **Restrictions on Data.** Recipient shall only disclose the Data it receives to Recipient’s personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy (“Authorized

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Individuals”). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.

- c) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient shall provide for the security of such data according to the following: (i) §8-72-107, C.R.S., 20 CFR 603; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; and (iii) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement if applicable. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State’s Principal Representative.
- d) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.
- e) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.
- f) **Destruction of Data.** Upon Transferring Agency’s request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency’s instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient’s receipt of Transferring Agency’s request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.
- g) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient’s access to the Data is contingent on Recipient’s compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.
- h) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

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- i) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."
- j) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

4. Acceptable Use Policy.

In receiving the Data, Recipient agrees:

- a) To comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data;
- b) To only use the Data in accordance with the OIT Security Policies;
- c) Not to use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
- d) Not to use the Data for commercial purposes or any other purpose not authorized under this Agreement;
- e) Not to share any Data for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;
- f) To execute the PII Certification on an annual basis, starting from the Effective Date; and
- g) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement.

5. Information Security Incident and Data Breach.

- a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and



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implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.

- b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.
- c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.
- d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

6. Term and Termination.

- a) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.
7. **Liability.** Recipient shall be responsible for, and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.



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8. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient receives. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.
9. **Injunctive Relief.** Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.
10. **Legal Requests.** Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

ATTACHMENT A - DATA TO BE SHARED**Data to be Shared**

Licensing Application - Account records (provider licensing information)

Colorado Shines Quality Rating and Improvement System (QRIS) Application

Grant distribution statuses (grant applications)

For CCR&R Agencies Only: Accounts and Client and Child information to facilitate Child Care searches and referrals.

HOW DATA WILL BE SHARED

Log into Salesforce and can only see accounts and applications that are in their defined council areas. Grant Distribution Status (grant applications and related attachments to the application), QRIS applications - program quality records, classrooms, Professional Development Information System (PDIS) of staff, contacts of the program.

For CCR&R Agencies Only: Accounts and Client and Child information to facilitate Child Care searches and referrals.

Authorized Personnel and Contractors

Pursuant to **Section 4** of the Agreement, Recipient will only provide the Data to the following individuals or entities:

Early Childhood Council Coordinator, Early Childhood Quality Improvement (QI) Navigator and Navigator Plus who have an issued license to use the Salesforce data system as managed by the QRIS/Salesforce System Administrator.



ATTACHMENT B

Information Technology Provisions

This Attachment regarding Information Technology Provisions (the “Attachment”) is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Attachment is attached. Unless the context clearly requires a distinction between the Agreement and this Attachment, all references to “Agreement” shall include this Attachment.

1. Protection of System Data

- a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient’s performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
- b. The terms of this Attachment shall apply to the extent that Recipient’s obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change



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management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

1. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.
 - e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
 - i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
2. Data Handling
- a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency. Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
 - b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.
 - c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.
 - i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
 - ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency



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Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.

3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement.
4. Compliance
 - a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:
 - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at"
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:
 1. Health Information Portability and Accountability Act (HIPAA)
 2. IRS Publication 1075
 3. Payment Card Industry Data Security Standard (PCI-DSS)
 4. FBI Criminal Justice Information Service Security Addendum
 5. CMS Minimum Acceptable Risk Standards for Exchanges
 6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
 - b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.
 - c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include but is not limited to:
 - i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS.
 - d. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-



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Department of Early Childhood

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level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein

ATTACHMENT C**ROLE-BASED USE POLICY**

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through the this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

CDEC manages the access level for all roles and defines the field level access for these specific roles as managed by the QRIS Salesforce System Administrator for the following roles:

1. Early Childhood Council Coordinator
2. Early Childhood QI Navigator
3. Early Childhood QI Navigator Plus

PII CERTIFICATION

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: Lanie Meyers-Mireles

Title: Director

Date: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: June 24, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 06/11/24

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: None

Contract Due Date: Starts 7/1/24

Item Title/Recommended Board Action:

Consider approval of IGA with Colorado Department Early Childhood, Contract number CT QAAA 202 – 25 QAAA 190688 in the amount of \$604,002, expiration date June 30, 2025 and authorizing Public Health Director Meagan Hillman to execute the IGA electronically.

Justification or Background: This is the continued funding of the Nurse Family Partnership program

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):

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

THANK YOU!

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Colorado Department of Early Childhood	Contract Number CT QAAA 2025- 25 QAAA 190688
Contractor Prowers County Public Health Southeast Nurse-Family Partnership 1001 S. Main Street Lamar, CO 81052	Contract Performance Beginning Date July 1, 2024
Contract Maximum Amount Initial Term State Fiscal Year 2025 \$604,002* And \$90,000 pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 11.	Initial Contract Expiration Date June 30, 2025
Extension Terms None	Except as stated in §2D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date. Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: Marijuana Cash Funds
Maximum Amount for All Fiscal Years \$604,002	
Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10: Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: No Cyber/Net. Security-Privacy Liability Insurance: Yes Crime Insurance: No	Options The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Contract Purpose Prowers County Public Health Southeast Nurse-Family Partnership (SENFP) shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Baca, Prowers, Kiowa, Bent, Otero, Crowley counties by delivering high quality nursing services that comply with NFP model fidelity.	
Contract Authority Authority to enter into this Contract exists in: 26-1-111 C.R.S. Law-Specified Vendor Statute (if any): 26.5-3-504 Procurement Method: Law Specified Solicitation Number (if any): N/A	

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Budget
3. Exhibit C - Additional Provisions
4. Exhibit D - HIPAA Business Associate Agreement
5. Exhibit E – Sample Option Letter

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, HIPAA BAA
2. Exhibit C, Additional Provisions
3. Colorado Special Provisions in §18 of the main body of this Contract.
4. The provisions of the other sections of the main body of this Contract.
5. Exhibit A, Statement of Work.
6. Exhibit B, Budget
7. Exhibit E, Sample Option Letter.

Principal Representatives

For the State:

Bitel Beyette, NHV Program Administrator
Colorado Department of Early Childhood
710 South Ash Street
Building C
Glendale, CO 80246
Phone: 720-610-4535
Email: bitel.beyette@state.co.us

For Contractor:

Roxie Rankin, RN, MSN, SENFP Supervisor
Prowers County Public Health
Southeast Nurse-Family Partnership
1001 S. Main Street
Lamar, CO 81052
Phone: 719-336-8772
Email: rrankin@prowerscounty.net

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p align="center">CONTRACTOR Prowers County Public Health</p> <p>By: _____ By: Meagan Hillman, PA-C, MBA, Director of PCPHE</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <p>By: _____ By: Stephanie Beasley, Deputy Executive Director</p> <p>Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p>By: _____ By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____ By: Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">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> <p align="center">By: _____ By: Laura Curnow, CDEC Controller</p> <p align="center">Effective Date: _____</p>	

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this

Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

- N. **"Initial Term"** means the time period defined in §2.B.
- O. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.
- P. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- R. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. **STATEMENT OF WORK**

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

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

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

B. **Payment Procedures**

i. **Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and

incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the

agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State

databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by

commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

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

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

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

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the

Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to

use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the

Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

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

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

These Special Provisions apply to all contracts except where noted in italics.

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.

Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

STATEMENT OF WORK (SOW)

**PROWERS COUNTY PUBLIC HEALTH
SOUTHEAST NURSE-FAMILY PARTNERSHIP
1001 S. MAIN STREET
LAMAR, CO 81052**

JULY 1, 2024 – JUNE 30, 2025

INTRODUCTION/BACKGROUND

The Nurse Home Visitor Program (NHVP) was created in statute in FY 2000. The NHVP utilizes Nurse-Family Partnership (NFP), an evidenced-based, voluntary, community health nursing program aimed at improving the lives of families expecting their first child. Clients are partnered with a registered nurse early in their pregnancy and receive home visits until the child turns two. All nurses delivering NFP are trained on the model by the NFP National Service Office (NFPNSO) and receive nursing consultation and continuing education from Invest in Kids (IIK). IIK, the NFPNSO, and the University of Colorado monitor the data to ensure the program is being implemented with fidelity to the model as tested in the original randomized controlled trials. Per statute, Colorado Department of Early Childhood (CDEC) is responsible for fiscal oversight and contract management of the program.

Eligible Population:

The program is open to all first-time, low-income parents (individuals living with an annual income below 200% of federal poverty level).

Program goals:

- Improve pregnancy outcomes by helping parents engage in preventative health practices including prenatal care from their healthcare providers, improving their diets, and reducing the use of cigarettes, alcohol, and illegal substances.
- Improve child health and development by helping parents provide responsible and competent care.
- Improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education and find work.

SCOPE OF WORK

Prowers County Public Health Southeast Nurse-Family Partnership (SENFP) shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Baca, Prowers, Kiowa, Bent, Otero, Crowley counties by delivering high quality nursing services that comply with NFP model fidelity.

Southeast Nurse-Family Partnership's goal for this project is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting, and promote child health and school readiness through the provision of high-quality Nurse-Family Partnership (NFP) home visiting services for a caseload of 60 eligible families.

PERIOD OF PERFORMANCE

July 1, 2024 – June 30, 2025

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Southeast Nurse- Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Baca, Prowers, Kiowa, Bent, Otero, Crowley by delivering high quality nursing services that comply with model fidelity.				
Key Activity A: Provide ongoing training, supervision and professional development for all NHVP Staff including model specific training and state required trainings and events, including those offered by Early Childhood Council.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 In collaboration with each NHVP staff, identify learning needs and develop an individualized plan for professional development.	Ongoing	Staff receive ongoing professional development to ensure proficiency in delivering high quality NFP program services.	100 % of NHVP NFP staff have professional development (PD) goals identified annually	SENFP Supervisor SENFP Nurses	Training and Technical Assistance
A.2 Secure approved contract and/or internal staffing for mental health consultation	September 30, 2024	Nursing professional development, nurse retention, and compassion fatigue and/or other identified professional development needs	Number of completed mental health case conferences as noted in NFP FLO database.	SENFP Supervisor PCPHE Director	Personnel Contract Services

Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.3 Agency shall coordinate referrals to NFP with maternal health care and community services, such as WIC. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as Women, Infants, and Children (WIC), etc. as needed; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.	Ongoing	Agency implements referral coordination between maternal and child health care services and NFP.	Number of referrals received from community services, i.e. WIC Number of referrals sent to community services	SENFPP Supervisor Administrative Assistant/Outreach Coordinator SENFPP Nurses	Personnel Operating
A.4 NHVP staff shall attend all mandatory calls and meetings facilitated by state intermediary (IIC) and the CDEC	Ongoing	NHVP staff receive information to understand and comply with NHVP statement of work, fiscal and contractual expectations and NFP model expectations, to be able to provide high quality NFP services to clients and administer the program efficiently and effectively.	Number of required calls and meetings attended. Number of staff member attended.	SENFPP Supervisor SENFPP Nurses Admin. Assistant/Outreach Coordinator	Personnel Operating

Work Plan					
Key Activity B: Recruit and retain NHVP NFP eligible families, provide voluntary NFP home visits and services for funded caseload.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Review NFP enrollment, disenrollment, re-enrollment and dual enrollment policies & procedures to ensure voluntary participation and prioritization of NHVP enrollments for clients identified as high risk within the NFP population of focus Update as needed.	Ongoing	At risk NHVP eligible clients are enrolled in the NFP program in pregnancy and no later than 30 days post-partum, per Colorado NFP program guidelines.	100% of clients meet NFP population of focus at enrollment, as noted on NFP client application.	SENFP Supervisor SENFP Nurses	Personnel Operating
B.2 Provide NFP visits (telehealth and in-person) to current caseload per NFP standard visit schedule or agreed upon alternate visit schedule, based on client choice. Build funded caseload throughout the year, commensurate with staffing, to reach caseload.	Ongoing	Conduct family-centered visits in accordance with NFP model specific guidelines.	Number of client visits completed Number of clients enrolled by 28 weeks pregnancy and number enrolled after 28 th week Number of clients retained in the program	SENFP Supervisor SENFP Nurses	Personnel

Work Plan

Key Activity C: Ensure accurate and timely data collection as specified by the NFP NSO and utilize data reports to assess and guide program implementation.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Enter data into NFP data collection system and monitor data utilizing NSO and any additional data reports from IIK	Ongoing	Data collected to track performance and identify measurable improvements at site level	NFP database reflects data collected and reported.	Administrative Assistant/Outreach Coordinator SENFP Supervisor	Personnel Operating

Key Activity D: Provide efficient and effective fiscal and programmatic administration for all aspects of NHVP Program.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D.1 Finance staff shall submit monthly invoices to Department of Early Childhood per expected timelines once reviewed and approved by NHVP program staff.	Ongoing	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes to CDEC_invoicing@state.co.us	Number of monthly financial invoices submitted to CDEC on time.	PCPHE Accountant	Personnel Indirect (finance office staff time and effort)
D.2 NFP staff shall contact Department of Early Childhood regarding needed budget modifications prior to expending grant funds to ensure compliance with NHVP fiscal requirements- this includes any changes in salary that are not accounted for in the contract budget.	Ongoing as need arises	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Email communication with CDEC staff and submitted budget revision requests.	PCPHE Accountant SENFP Supervisor	Personnel Indirect (finance office staff time and effort)

Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D.3 Finance staff shall complete and submit NHVP year-end statements to per Department of Early Childhood requirements.	June 30, 2025	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Year-end invoicing completed and submitted per expected contract timelines.	PCPHE Accountant	Personnel Indirect (finance office staff time and effort)
D.4 Agency fiscal staff working on NHVP services connect with CDEC program manager within forty-five (45) days of starting position.	Ongoing, as needed	New fiscal staff shall meet with the CDEC NHVP manager for fiscal training.	Meeting completed	PCPHE Accountant	Personnel
Key Activity E: Engage in collaboration between sites to best serve families.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E.1 NFP staff shall establish and maintain contact with neighboring NFP implementation partners for site referrals.	Ongoing, as needed	NFP Supervisor shall connect with other neighboring counties and develop a plan for exchanging referrals with geographically necessary to arrange the best fit for families. Contractor shall track referrals that are referred to neighboring programs.	Email communication with CDEC staff and Invest in Kids nurse consultant	NFP Supervisor Administrative Assistant/Outreach Coordinator	Personnel
Key Activity F: Develop plan continue Medicaid billing.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
F.1 Develop plan to continue Medicaid billing with support from IIK consultant	October 1, 2024	Plan is complete	Completed plan	Plan is completed	Personnel

Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
F.2 Bill Medicaid when clients receive services in one of the four billable areas (TCM, tobacco cessation, maternal depression screenings and preventative counseling)	Ongoing	Medicaid billing occurs	HCPF Reporting	PCPHE Director of Operations	Personnel

SCHEDULE/MILESTONES

Southeast NFP program is affiliated with the NFP National Service Office and works closely with Invest in Kids, Colorado's State intermediary, to ensure the program is delivered in compliance with model fidelity. Southeast NFP shall adhere to all the NFP Model elements which demonstrate implementation with fidelity to the model.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood - NHVP. 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 Public Health
Budget Period	July 1, 2024 - June 30, 2025
Project Name	Nurse Home Visitor Program
Counities Served	Baca, Bent, Crowley, Kiowa, Otero, Prowers

Program Contact Name, Title	Roxie Rankin, RN, MSN Nurse Supervisor
Phone	719-688-8724
Email	rrankin@prowerscounty.net
Fiscal Contact Name, Title	Reyna Perez, Accountant
Phone	719-336-8721
Email	pcphaccountant@prowerscounty.net
Funded Caseload	60

Expenditure Categories									
Personnel Services - Salaried Employees							SFY 2025		
Position Title	Description of Work and Fringe Benefits Include: FICA, Health Ins., Life Ins. & 5% Matching Retirement	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project		A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Supervisor	Provides oversight, assistance and management for Home Visitors.	\$91,331	\$25,608	75.00%	\$87,704		\$0	\$0	\$87,704
Nurse Home Visitor 1	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$73,919	\$15,196	100.00%	\$89,115		\$0	\$0	\$89,115
Nurse Home Visitor 2	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$76,179	\$15,819	80.00%	\$73,598		\$0	\$0	\$73,598
Nurse Home Visitor 3	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$78,279	\$12,705	60.00%	\$54,590		\$0	\$0	\$54,590
Diane Vigil, Admin Support/Data Entry	Administrative Assistant.	\$36,999	\$15,856	100.00%	\$52,855		\$0	\$0	\$52,855
Bilingual Aide	Bilingual Aide.	\$37,513	\$14,626	14.00%	\$7,299		\$0	\$0	\$7,299
1. Total Personnel Services (including fringe benefits)					\$365,161		\$0	\$0	\$365,161
Supplies & Operating Expenses							SFY 2025		
Item	Description of Item						A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Office Operating Expenses (i.e. supplies)	This includes paper, ink, pens, paper clips, file folders, traveling folders and general office supplies necessary to support the implementation of the program.						\$0	\$2,617	\$13,500
Client Support Materials	Items that augment the program curriculum and help the client's assimilation of knowledge regarding material. This includes books, object lesson materials, folders and other supplies. Items for clients including baby supplies, calendars, personal hygiene, books, and additional items.						\$0	\$4,000	\$6,500
Printing & Publications	Forms needed to implement the program as well as use of media to increase community awareness in service area.						\$0	\$0	\$4,800
Postal & Shipping Services	For nurses to mail their data and other materials each week to the Supervisor and Support staff. Also for mailing cards, letters, information to clients.						\$0	\$0	\$2,500
Communications (cellular, network services)	Includes in-house long distance as well as wireless devices for wi fi and cell phones for the nurses.						\$0	\$2,000	\$8,000
Medical Supplies	Include replacement stethoscopes, scales, blood pressure cuffs, masks, etc. These items are used for physical assessments of the mother and child.						\$0	\$0	\$5,000
Technology	To maintain & replace computers and software as needed to efficiently implement the NFP program. The NSO is using E-Facilitators which require NHV to use an electronic device during their visits. Tablets are needed by nurses to efficiently implement the NFP program. Upgrading current tablets for 4 nurses.						\$0	\$6,000	\$4,000
Community Coalition	Essential for maintaining the fidelity of the program. The coalition must meet 4 times per year and currently the meetings are over the lunch hour and we provide the lunch. We have better participation by holding this meeting over lunch. Some of the members drive over 1 hour to attend the meeting and providing lunch is a small way to show our gratitude for their service.						\$0	\$0	\$1,200
IT Support Repair	The NFP related costs of our IT service provider for computers, laptops, printers, and copier costs allocated to Nurse Home Visiting. This equipment is essential to maintain fidelity of the program and provide quality services to clients. Based on formula county uses for IT services for employee and IT devices.						\$0	\$0	\$10,595
Insurance/Worker's Comp	The NFP related costs of our liability and worker's comp insurance costs allocated to Nurse Home Visiting.						\$0	\$0	\$1,500
Subtotal							\$0	\$14,617	\$57,595
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)									
Item	Description of Item						A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Program Support Fee	NSO Fee; Required cost for NFP						\$0	\$0	\$22,248
Rental Costs	General rental costs for the program's operation location (does not include meeting room fees)						\$0	\$0	\$15,367
Subtotal items removed from MTDC:							\$0	\$0	\$37,615
2. Total Supplies & Operating Expenses							\$0	\$14,617	\$95,210
Training and Technical Assistance							SFY 2025		
Item	Description of Item	Per	Fee	#	Total		A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
NHV Education	Required training for new NHV	NHV	\$5,683	1	\$5,683		\$0	\$0	\$5,683
NFP Education Materials	Cost to cover required materials for NFP	NHV	\$721	1	\$721		\$0	\$0	\$721
PIPE Training	Cost covers PIPE training	NHV	\$385	1	\$385		\$0	\$0	\$385
DANCE Licensing	Cost covers required NFP training materials	NHV	\$75	1	\$75		\$0	\$0	\$75
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor	\$950	4	\$3,800		\$0	\$0	\$3,800
Supervisor Expansion/Replacement Fee	Required fee only for new Supervisor	Supervisor	\$3,783	1	\$3,783		\$0	\$0	\$3,783
Mental Health Consultation	Mental health for team/group setting	NHV	\$300	12	\$3,600		\$0	\$0	\$3,600
3. Total Training and Technical Assistance					\$18,041		\$0	\$0	\$18,041

Travel				SFY 2025		
Item	Description of Item			A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Visit & Outreach Mileage	Outreach mileage is necessary for nurses to travel to client locations throughout the region. Baca, Bent, Crowley, Kiowa, Otero, & Prowers Counties			\$0	\$0	\$38,000
Travel to Attend Required Training	Necessary for the supervisor to attend mandatoy state meeting and trainings. mandatory Joint Visit Observations by supervisor w/NHV to various counties served. Also includes travel for CLC for two nurses.			\$0	\$0	\$12,000
5. Total Travel				\$0	\$0	\$50,000
Contractors/Consultants (payments to third parties or entities)				SFY 2025		
Name	Description of Item	Allowable in MTDC calculation	UnAllowable in MTDC Calculation	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
	No costs in this category shall be reimbursed by CDEC.	\$0	\$0	\$0	\$0	\$0
6. Total Contractors/Consultants		\$0	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS				\$0	\$14,617	\$528,418
MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (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. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.				\$0	\$14,617	\$490,803
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			A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
State Federal Indirect cost rate	Negotiated indirect rate of 15.4% of MTDC.			\$0	\$0	\$75,584
Total Indirect				\$0	\$0	\$75,584
TOTAL				\$0	\$14,617	\$604,002

*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 State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- 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. 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.

10. 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>.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
 - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
 - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.



- iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.
 - iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.
 - v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.
- 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 expenditures.
- i. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

12. GIFT CARDS

- A.** To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.

13. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- A.** Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations ([CFR](#)) [§ 376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- B.** Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C.** Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.



HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**a. Permitted Uses and Disclosures.**

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).**c. Impermissible Uses and Disclosures.**

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.



- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.



- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. **Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. **Notice of Changes.**
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction

infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

SAMPLE OPTION LETTER

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term <div style="text-align: right; margin-right: 50px;">State Fiscal Year 20xx \$0.00</div> <p>An appropriation for [Enter Program Name] General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$[Enter Amount], subject to appropriated funds which is split among other [Enter Program Name] vendors. See Exhibit C: Section 12. [Enter Program Name] General Accounting Encumbrance (GAE).</p> <p>*Any amount paid against Holdover 22 IHIA 000000 prior to execution of this Amendment shall be reduced from the Contract Maximum Amount.</p> Extension Terms <div style="text-align: right; margin-right: 50px;"> State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00 </div>	Option Contract Number Insert CMS number or Other Contract Number of this Option
	Contract Performance Beginning Date Month Day, Year
	Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter.



Exhibit E

The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <p>By: Stephanie Beasley, Deputy Executive Director Mary Alice Cohen, Director, Office of Program Delivery</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>By: _____ Laura Curnow, CDEC Controller</p> <p>Option Effective Date: _____</p>
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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/24/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/12/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of accepting the grant from The Buell Foundation in the amount of \$30,000 for Welcome Home Child and Family Development Center which was originally approved by the Board of Commissioners on January 23, 2024, submitted in the amount of \$50,000.

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

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

Revenue in the amount of \$30,000 with no match required.

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!



April 30, 2024

Lanie Meyers-Mireles, Executive Director
Welcome Home Child and Family Development Center
PO Box 1157
Lamar, Colorado 81052

Re: Grant # 7804

Dear Ms. Meyers-Mireles:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Welcome Home Child and Family Development Center that a grant has been approved in the amount of \$30,000 for general operating support. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

1. **Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the “Code”), or a governmental agency organized under the laws of the State of Colorado.
2. **Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation’s prior written approval. The grant period is May 1, 2024 through April 30, 2025. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
3. **Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than May 31, 2025, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
4. **Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization’s tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
5. **Reasonable Access:** You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.
6. **Condition of Grant:** This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to

Welcome Home Child and Family Development Center
Grant #7804
Page 2

request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

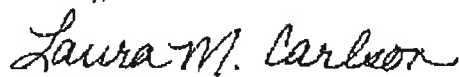
7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter **with original (or electronic) authorized signatures** within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,


Laura Carlson
Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x

Signature, Officer of the Board
Welcome Home Child and Family Development
Center

Printed Name: Ron Cook

Title: BOCC Chairman

Date:

x

DocuSigned by:

Signature, Executive Director
Welcome Home Child and Family Development
Center

Printed Name: Lanie Meyers-Mireles

Title: Director Department of Human Services

Date: 4/30/2024 | 4:03 PM MDT

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/24/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/14/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Lease Agreement Between Prowers County and Prowers County Department of Human Services for use of the Welcome Home Child & Family Development Center located at 607 Savage Ave., Lamar, CO 81082 from January 1, 2024 through December 31, 2024 in the annual amount of \$23,922.35 paid quarterly at \$5,980.59 and authorize the Board Chairman and Department of Human Services Director, Lanie Meyers-Mireles to execute the Lease.”

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!

LEASE

This constitutes a lease made as of this day the 24th day of June, 2024 between the Prowers County Board of Commissioners, CO, Lessor, and Department of Human Services by the Director, Lessee.

Witnesseth:

Lessor hereby leases to the Lessee, the exclusive use of the Welcome Home Child & Family Development Center located at 607 Savage Ave., Lamar, CO 81052. In addition this lease provides for the joint or shared use of the following:

1. Annex Mezzanine Meeting Room. The use of this room for Welcome Home Center business meetings must be scheduled two weeks in advance.
2. Mail room. A single box for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. Regular building maintenance labor.

TERM. This lease shall continue for a period of 12 months from January 1, 2024 until December 31, 2024 and shall continue on month to month basis after that period, if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice, may cancel the lease at any time.

RENT. Lessee agrees to pay for the use of the premises in the sum of \$23,922.35 annually (\$20,928.26 calculation of annual use charge based on 50 years and \$2,994.094 in maintenance costs in 2023), which shall be paid quarterly at the rate of \$5,980.59 contingent upon available funding with the full sum being paid no later than December 31, 2024. Subsequent payments shall be adjusted each year based upon the actual costs of maintenance and repairs as reported by the Prowers County Building and Maintenance Department less the items outlined as "regular building maintenance and labor" in the attached Maintenance Agreement signed April 2, 2014.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as the date written above.

Ron Cook, Chairman
Prowers County Board of Commissioners

Lanie Meyers-Mireles, Director
Department of Human Services

ATTEST:

Jana Coen, Prowers County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/24/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 6/12/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Lease Agreement Between Prowers County and Prowers County Department of Human Services for use of the Annex Building from January 1, 2024 through December 31, 2024 in the annual amount of \$64,755 paid quarterly at \$16,188.75 and authorize the Board Chairman and Department of Human Services Director, Lanie Meyers-Mireles to execute the Lease.”

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!

LEASE

This constitutes a lease made as of this day the 24st day of June, 2024, Between the Prowers County Board of Commissioners, CO, Leaser, and Department of Human Services by the Director, Lessee.

Witnesseth:

Leaser hereby leases to the Lessee, from January 1, 2024 through December 31, 2024 the exclusive use of 27,625 Square Feet of the Prowers County Annex Building located at 1001 South Main Street Lamar, CO 81052.

In addition, this lease provides for the joint or shared use of the following from January 1, 2024 through December 31, 2024:

1. Annex Mezzanine, Computer Lab Meeting Rooms. The use of these Meeting Rooms for Department of Human Services business meetings should be scheduled two weeks in advance.
2. Mail room. Mail boxes for Lessee mail delivered to this address shall be established in Room 157, the designated mail room.
3. Regular building maintenance and custodial labor and materials.

TERM. This lease shall continue for a period of 12 months from January 1, 2024 until December 31, 2024 and shall continue on month to month basis after that period if this lease is not specifically renewed or cancelled. Following the initial lease period, either party, without cause, upon 30 days notice may cancel the lease at any time.

RENT. Lessee agrees to pay for the use of the premises the sum of \$64,755.00 annually, which shall be paid quarterly, contingent on available funding, at a fixed rate of \$16,188.75.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as the date written above.

Ron Cook, Chairman
Prowers County Board of Commissioners

Lanie Meyers-Mireles, Director
Director, Department of Human Services

ATTEST:

Jana Coen, Prowers County Clerk

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/14/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider to approve Subdivision Exemption Application by Paula Brase in the SW ¼ of Section 17, Township 21, Range 46, the 6th P.M. The request is to subdivide approximately .50 acre from the existing 6.090 acres. The property is located in an A-1 Irrigated Agriculture zoning district. This will be an Amended Second Subdivision. The application was approved by the Planning Commission on June 12, 2024.

Justification or Background: Mrs. Brase is wanting to subdivide off the small portion of land to trade to Brian Wurst. The pivot sprinkler on Mr. Wurst property encroaches on the corner piece, and Dale Mauch, who farms the Wurst acres has to farm around the survey pin which is located at the corner of the property. Subdividing the small tract will help alleviate any potential issues, if the property is sold in future to a new owner.

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 APPLICATION AND SUMMARY FORM

If YES, attach copy

Proposed Use of Land Farming

Proposed Water Source N/A

Proposed Means of Sewage Disposal N/A

Proposed Road Access Access TT

Proposed Lot Size .19 approximate

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 12 day of June, 2024

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

Prowers County Board of County Commissioners, Chair

Dated this _____ day of _____, 20__

LETTER OF CONSENT

I the undersigned, authorize Dale Mauch to represent the owner in the Subdivision Application submitted to Prowers County Land Use regarding property identified in the application.

A handwritten signature in cursive script, reading "Paula Brase", written over a horizontal line.

Paula Brase

520062

WARRANTY DEED

THIS DEED, made this 16th day of JULY, 2008 between

DON WOLLER AND GLORIA WOLLER

of the County of **PROWERS** and State of **COLORADO**, Grantors, and

PAULA BRASE

Whose legal address is: **9421 ROAD SS.6
LAMAR, COLORADO 81052**

of the County of **PROWERS** and State of **COLORADO**, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of **TEN AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **PROWERS** and State of Colorado, described as follows:

**TOWNSHIP 21 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN
SECTION 17: TRACT NO. 1 AND TRACT NO. 2 OF THE SECOND SUBDIVISION OF
THE SW¹/₄,
COUNTY OF PROWERS,
STATE OF COLORADO.**

**TOGETHER WITH ANY AND ALL OIL, GAS AND MINERAL INTEREST IN AND TO
THE ABOVE DESCRIBED PROPERTY, IF ANY.**

TOGETHER with all and singular the hereditament and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditament and appurtenances.

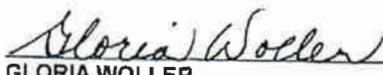
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, his heirs and assigns forever. And the Grantors, for herself and her heirs and personal representatives, do covenant, grant, bargain and agree to and with the Grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way, reservations of record, 2008 taxes and all taxes thereafter.

The Grantors shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

STATE OF COLORADO)
COUNTY OF PROWERS) ss.


DON WOLLER


GLORIA WOLLER

The foregoing instrument was acknowledged before me this 16th day of JULY, 2008 by **DON WOLLER AND GLORIA WOLLER**

My commission expires: **JANUARY 16, 2012**


DOLORES L. MELGOSA

Doc Fee \$6.35

Brase Subdivision

Write a description for your map.



Google Earth

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/14/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider to approve Subdivision Exemption Application by Brian G. Wurst and Beverly A. Wurst, in the SW ¼ of Section 17, Township 21, Range 46, the 6th P.M. The request is to subdivide approximately .50 acre from the existing 145.04 acres. The property is located in an A-1 Irrigated Agriculture zoning district. The application was approved by the Planning Commission on June 12, 2024.

Justification or Background:

Mr. and Mrs. Wurst are wanting to subdivide off the small portion of land to trade to Paula Brase to compensate her for the property in which she is trading to the Wursts.

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: 5/16/2024

BULLYHILL
B. Bullen
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: Brian G. Worst and Beverly A. Worst

Address: 1001 Willow Valley Dr

Telephone Number: 719-688-4879 Email: bg.wurst@gmail.com

Applicant's Representative: Dal F. Moore

Address: 36292 Rd 7

Telephone Numbers: 688-3176 Email: _____

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision:

Subdivision (1st, 2nd, etc.)Quarter Sw 1/4

Section 17 Township 21 Range 46 or

Lot _____ Block _____ Subdivision _____

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

Tax parcel number of property (County Assessor's Records) 800023595

Current land classification as per Assessor's Records

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 Farming

Proposed Water Source Irrig Farming

Proposed Means of Sewage Disposal N/A

Proposed Road Access Co Rd TT

Proposed Lot Size _____

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

Prowers County Planning Commission, Chair

[Signature]

Dated this 12 day of June, 2021

- 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__

BRIAN G. and BEVERLY A. WURST

1001 Willow Valley Drive

Lamar, Colorado 81052

June 4, 2024

Michelle Hiigel

Prowers County Land Use Administrator

1001 S. Main St.

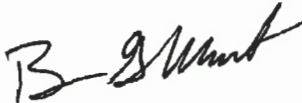
Lamar, CO 81052

Greetings:

We are writing to authorize Dale Mauch as our representative regarding our subdivision application on the Southwest Quarter of Section 17, Township 21S, Range 46W.

Should you have any questions or concerns, please be in touch.

Best

A handwritten signature in black ink, appearing to read "B. G. Wurst", written in a cursive style.

Brian G. Wurst

Jana Coen, Prowers County, Colorado

WD Rec Fee: \$13.00 Doc Fee: \$23.75 eRecorded

WARRANTY DEED

State Doc Fee: \$23.75

Recording Fee: \$13.00

THIS DEED is dated the 18th day of January, 2023, and is made between

Dale L. Mauch and Kathy Mauch, an Undivided 50% interest (whether one, or more than one), the "Grantor" of the County of Prowers and State of Colorado and

Brian G. Wurst and Beverly A. Wurst

the "Grantees", whose legal address is 1001 Willow Valley Drive, Lamar, CO 81052 of the County of Prowers and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$475,000.00) Four Hundred Seventy Five Thousand Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with any improvements thereon, located in the County of Prowers and State of Colorado described as follows:

Township 21 South, Range 48 West of the Sixth Principal Meridian

Section 17: SW1/4, EXCEPT a right of way to the Board of County Commissioners recorded June 3, 1942 in Book 288, Page 58; EXCEPT the amended plat of the 1st Subdivision of the SW1/4 according to the plat recorded April 11, 1994 under Reception No. 464673, and EXCEPT the Second Subdivision of the SW1/4 according to the plat recorded September 22, 1994 under Reception No. 486053, County of Prowers, State of Colorado.

**TOGETHER WITH 144 SHARES OF THE FORT LYON CANAL COMPANY REPRESENTED BY CERTIFICATE NO. 9469. ALSO TOGETHER WITH ANY AND ALL MINERAL RIGHTS OWNED IN SUBJECT PROPERTY. also known by street and number as: Lamar, CO 81052

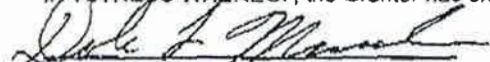
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

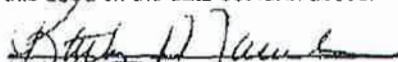
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the enrolling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

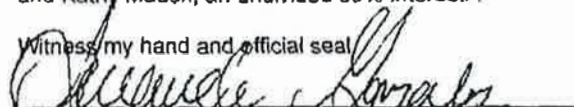
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

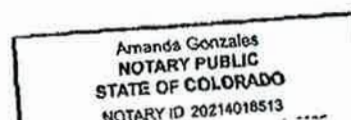

Dale L. Mauch


Kathy Mauch

State of Colorado
County of Prowers

The foregoing instrument was acknowledged before me this 18th day of January, 2023 by Dale L. Mauch, individually and Kathy Mauch, an undivided 50% interest.

Witness my hand and official seal

Notary Public: Amanda Gonzales



Jana Coen, Prowers County, Colorado

DEED Rec Fee: \$13.00 Doc Fee: \$23.75 eRecorded

TRUSTEE'S DEED

State Doc Fee: \$23.75

Recording Fee: \$13.00

THIS DEED is made on the 18th day of January, 2023, and is made between

Dale L. Mauch, as Trustee of the Vernon L. Mauch Trust B , an undivided 50% interest, as Grantor, to

Brian G. Wurst and Beverly A. Wurst , In Joint Tenancy

whose legal address is 1001 Willow Valley Drive, Lamar, CO 81052 of the County of Prowers and State of Colorado, grantee:

WITNESS, that the Grantor, as Trustee and pursuant to the powers conferred upon the Trustee by the Colorado Fiduciaries' Power Act, does hereby sell, convey, assign, transfer and set over unto the Grantee (in joint tenancy with right of survivorship) for and in consideration of the sum of (\$475,000.00) Four Hundred Seventy Five Thousand Dollars and No Cents, (as the person entitled to distribution of the property pursuant to the terms of the Trust) the real property situate in the County of Prowers and State of Colorado described as follows:

Township 21 South, Range 46 West of the Sixth Principal Meridian

Section 17: SW1/4, EXCEPT a right of way to the Board of County Commissioners recorded June 3, 1942 in Book 288, Page 58; EXCEPT the amended plat of the 1st Subdivision of the SW1/4 according to the plat recorded April 11, 1994 under Reception No. 484673, and EXCEPT the Second Subdivision of the SW1/4 according to the plat recorded September 22, 1994 under Reception No. 486053, County of Prowers, State of Colorado.

****TOGETHER WITH 144 SHARES OF THE FORT LYON CANAL COMPANY REPRESENTED BY CERTIFICATE NO. 9469. ALSO TOGETHER WITH ANY AND ALL MINERAL RIGHTS OWNED IN SUBJECT PROPERTY.**
also known by street and number as: Lamar, CO 81052

with all the appurtenances hereunto belonging, subject to the covenants, easements and restrictions of record and subject to general property taxes for the year 2023 and subject to

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed 18th day of January, 2023.

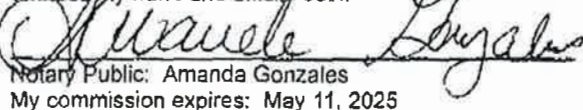
GRANTOR:

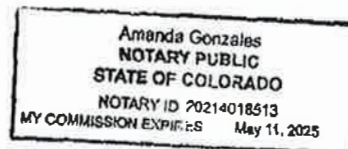

Dale L. Mauch, as Trustee of the Vernon L. Mauch Trust B

State of Colorado
County of Prowers

The foregoing instrument was acknowledged before me this 18th day of January, 2023 by Dale L. Mauch as Trustee of Vernon L. Mauch Trust B , an undivided 50% interest.

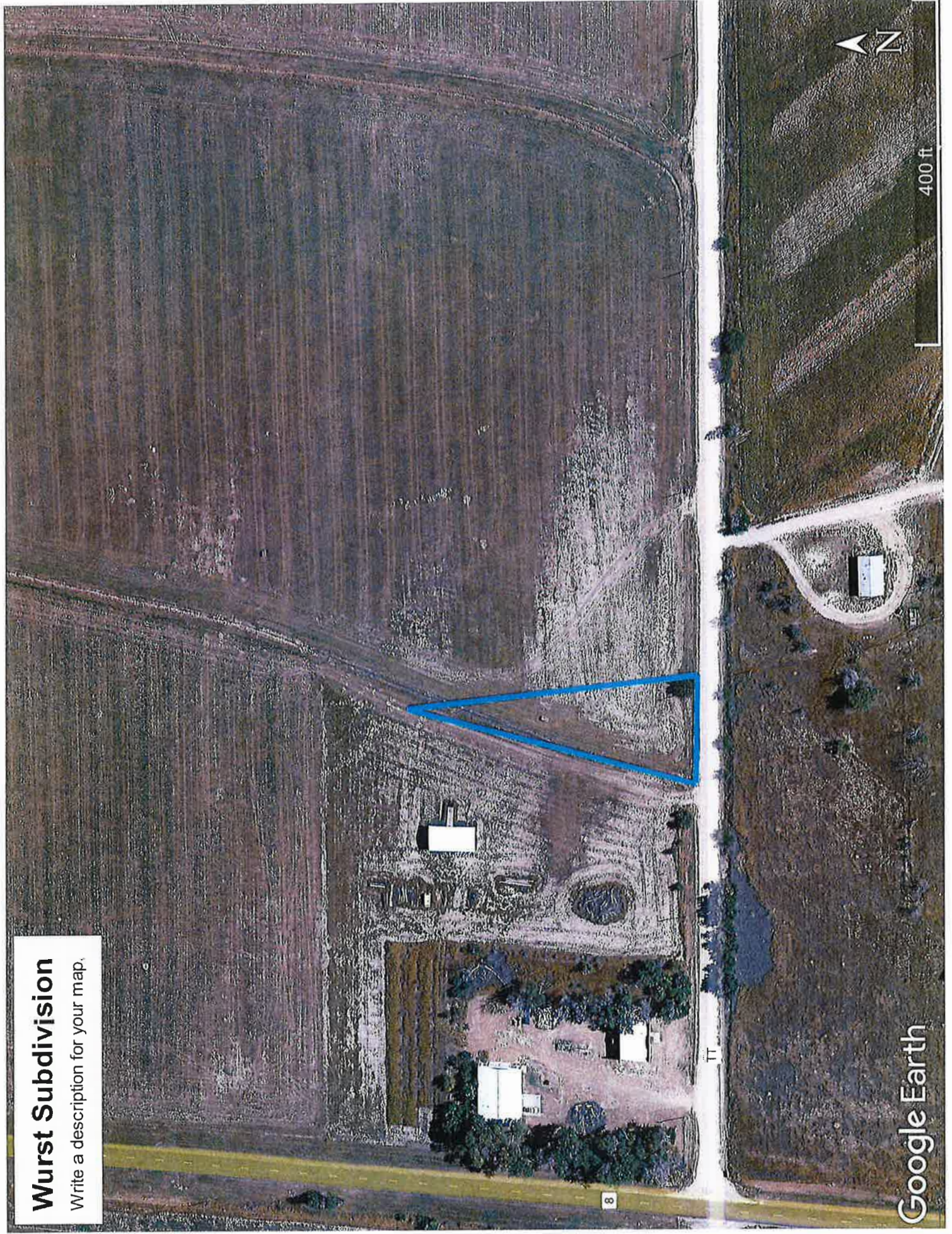
Witness my hand and official seal.


Notary Public: Amanda Gonzales
My commission expires: May 11, 2025



Wurst Subdivision

Write a description for your map.



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 06/14/2024

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 1

Item Title/Recommended Board Action:

Consider approval of the **amended** Subdivision Exemption plat map for Ethel Tempel Intervivos Trust, dece'd by Michael Tempel, Representative. Application request was approved by the Planning Commission on April 10, 2024. The **amended** Subdivision Application was approved by the Planning Commission on May 8, 2024 and on May 21, 2024 by the BOCC. Minor Subdivision for a First Subdivision in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 31, Township 21, Range 47, subdividing .37 acres and to be recorded in the county Clerk's Office

Justification or Background:

Applicant wants to subdivide off .37 acres to sell to neighboring property owner. The neighbor has a structure and corrals that are encroaching on Tempel's property. The Tempel family felt this would be the cleanest way to mitigate the encroachments.

Approved by the County Attorney on:

Additional Approvals (if required):

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

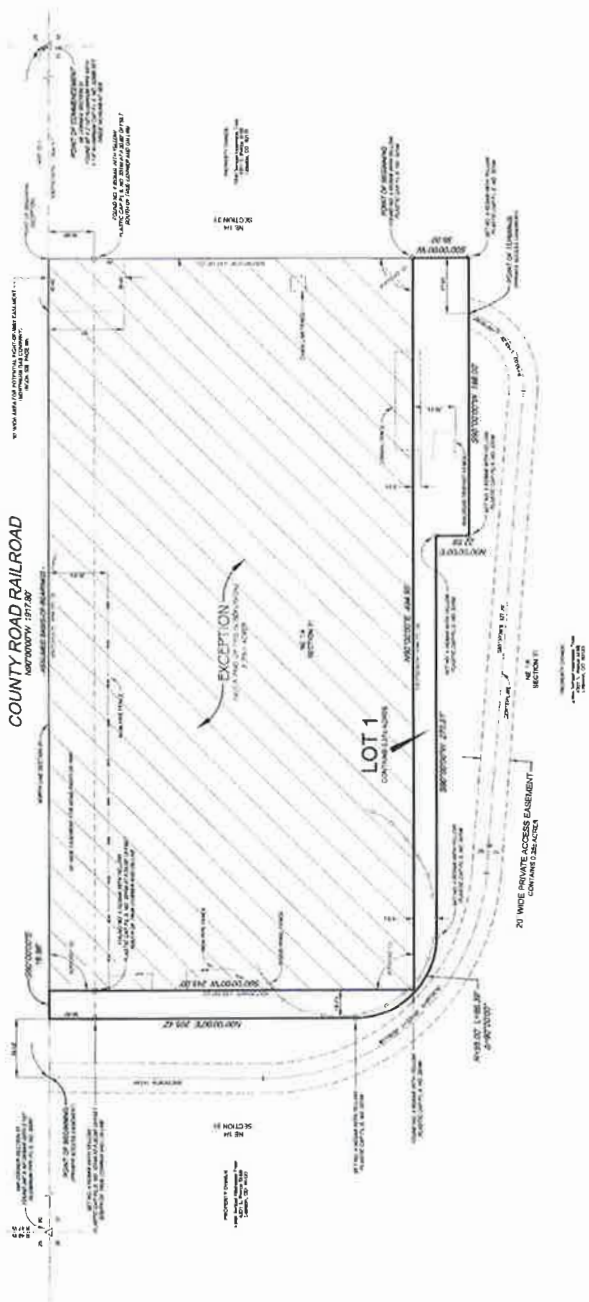
THANK YOU!

A PORTION OF THE NE 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 47 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF WILEY, COUNTY OF PROWERS, STATE OF COLORADO.



(D) • DESIGNATION DESCRIBED IN TITLE COMMITMENT PREPARED BY TITLE GUARANTEE COMPANY.

100 • JOURNAL OF THE ATMOSPHERIC SCIENCES SOCIETY • 1997



PROPERTY OWNER
net Tampa Insurance Trust
4301 S. Pierce St. #25

Cardinal Points (N)

[illegible][illegible][illegible]

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/18/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider ratifying 6/13/2024 email poll approval of Ozone Season Transit Grantee Agency Application by Prowers Area Transit to CASTA to provide free fares for PAT riders from 7/1/2024 to 8/31/2024 and authorizing PAT Operations Manager Marilyn Stuart to submit the application electronically.

Justification or Background: PAT has received this grant in the past and usually sees a 20% increase in ridership during the free months and then maintain that level of ridership for some time afterwards.

Fiscal Impact: This item is budgeted in the following account code: 01-25-380400
County: \$ 4358.00 Federal: \$ State: \$ Other: \$

Approved by the County Attorney on: 6/13/2024

Additional Approvals (if required):

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

THANK YOU!

[About ▾](#)[Professional Development ▾](#)[Membership ▾](#)[Resources ▾](#)

OSTG Application

2024 (July-August) Ozone Season Transit Grantee Agency Application

Subgrantee Application

All applicants should complete the remainder of the application using this form. No hard copy applications will be accepted. **IMPORTANT:** An application submitted in response to this RFA shall constitute a binding offer. By submitting an application, the applicant affirms its acceptance of the terms and requirements of this RFA, including its attachments and appendices, without exception, deletion, or qualification - and without making its offer contingent. The applicant further agrees to cooperate with the CASTA and expedite the contracting process upon notice of award.

Organization Name *(Required)*

Prowers Area Transit

Organization Mailing Address *(Required)*

200 East Hickory Street

Street Address

Address Line 2

Lamar

Colorado

City

State / Province / Region

81052

United States

ZIP / Postal Code

Country

Organization W-9 *(Required)*

Organization W-9 Form (Blank)

 No file chosen

Max. file size: 256 MB.

Applicant Name *(Required)*

Marilyn

Stuart

First

Last

Applicant Title *(Required)*

Operations Manager

Applicant Phone *(Required)*

(719) 336-3809

Applicant Email *(Required)*

mstuart@prowerscounty.net

Organization & Personnel *(Required)*

Clearly describe your organization, why you are eligible for this grant program, and why you are well-suited to develop and manage the proposed project. List your project team and define the roles and responsibilities for this project.

Prowers Area Transit falls under the Federal Transit Administration as a 5311 Rural Area Program. Prowers Area Transit serves all of Prowers County. We are a County on the far South Eastern side of Colorado. Most of Prowers County is agriculture.

Eligibility *(Required)*

My agency is eligible to receive money under a grant authorized by 49 U.S.C. sec.

☐ 5307☒ 5311

I understand that an eligible transit agency shall not use grant money to offset or replace funding for free transit services that the eligible transit agency offered as of January 1, 2023. CRS 24-38.5-113 (5)(iv) *(Required)*

☐ Yes

Program Plan & Project Narrative

In the section below, provide a detailed description of the proposed project with a thorough explanation of how the project will advance the program's statutory objectives, including reducing ozone formation, increasing ridership on transit, and reducing vehicle miles traveled in the Applicant's service territory. Applicants should also discuss how ridership will be monitored; how the applicant intends to monitor program effectiveness and impact on ridership. Applicant must provide a description of the free transit services that will be provided or expanded with the grant funds, including the services, routes, dates, and times the free transit services will be offered.

Program Term - Begins *(Required)*

07/01/2024

Program Term - End *(Required)*

08/31/2024

Program Free Transit Days*(Required)*

How many actual days will your program be providing new or expanded free transit? Minimum 30

44

Please enter a number greater than or equal to **30**.

Does the transit agency provide services in the Denver Metro/North Front Range Nonattainment Area.*(Required)*☐ Yes☒ No

Describe the area your transit agency serves and any other areas served through the grant. *(Required)*

As I stated before Prowers Area Transit serves all of Prowers County. With our Agriculture background we have many miles between our small towns and a great need for the public transit service we provide. Our suggested donation is \$1.50 per ride for general public. The Senior riders are able to ride for \$1.00. All out of town rides are \$6.00 round trip. With this program we will be able to provide free rides to all. In the past this grant has enabled us to increase our ridership be at least 20%.

Explain how your agency will use the grant funds to achieve the program goal of reducing ozone formation *(Required)*

As I stated above this grant has enabled us to obtain new riders. In most cases we retain those riders even after the rides are no longer free. This program brings more attention to our organization and that our services are not limited to Elderly and Disabled, but open to the general public. In 2020 and 2021 we had to shut down many times for a week at a time. We lost trust with some of our riders. There were a number of elderly riders who passed away from Covid-19 as well. With every year since, our ridership is growing. With the help of this Grant and the publicity with it, we hope to increase those numbers to our pre pandemic ridership.

Explain how your agency will use the grant funds to achieve the program goal of increasing ridership on transit. *(Required)*

We will use the funds to cover our Fare Box and nothing else.

Explain how your agency will use the grant funds to achieve the program goal of reducing vehicle miles traveled in the state. *(Required)*

The more riders we have, the less other vehicles will be on the road, that will help reduce ground level ozone formation.

Discuss how ridership will be monitored; how the applicant intends to monitor program effectiveness and impact on ridership *(Required)*

As of August 2023 we have a new dispatch system. We implemented the system last year in August and because it was a new system we did not know to separate the regular rides from Senior rides. By the end of the month we worked out a way to track the different ridership. Now, after a year of use we have the system able to break down any other statistic required for reporting on this Grant and all other grants we currently obtain.

Describe the free transit services that will be provided or expanded with the grant funds, including the services, routes, dates, and times the free transit services will be offered. *(Required)*

Not Applicable

Route/Service Fare Information Showing Not Free as of January 1 of the funding year *(Required)*

Please provide documentation that shows the transit services proposed to be made free using the grant funds were not already offered for free as of January 1 of the funding year. Documentation may include, for example, approved and posted fare information.

No file chosen

Max. file size: 256 MB.

Budget and Budget Narrative

Please use the worksheet below to enter your program budget. Additionally, in the narrative section include assumptions made in determining the proposed budgets, including what data projected farebox replacement revenue is based upon. For other expenses necessary, agencies should detail what those expenses are and how they contribute to achieving the goals of the program. Applications must include an explanation of the costs, how they support implementation of the fare free program, how they support achievement of the overall program objectives, and the documentation available to substantiate these costs. Subgrantees may not seek reimbursement for costs incurred prior to execution of contract documents.

Budget Worksheet *(Required)*

Please use the Application Budget Template to complete this section.

Drop files here or

A

Max. file size: 256 MB.

Total Request *(Required)*

\$4,358.00

Total Match Amount *(Required)*

\$0.00

Budget Narrative *(Required)*

Provide an overview of costs including all eligible expenses. Eligible agencies can use grant funding to cover expenses incurred as a result of implementing free transit for at least 30 days during the ozone season. Applicants must clearly delineate eligible reimbursement costs from ineligible costs and include Applicant match (if any) and the amount of funding requested from CASTA. Applicants must clearly describe the documentation they propose to use to substantiate reimbursement requests for each line item. The methodology utilized to estimate projected lost farebox revenue must be clearly documented and explained.

Paragraph ▼ **B** *I* ☰ ☷ “ ☰ ☷ ☷ 🔗 ✕ 📄

Total Budget

Instructions:

This sheet totals up the Request Amount from the Six other sheets in the spreadsheet: Farebox Revenue Replacement, Ridership Increase, Staffing, Vehicle Maintenance, Marketing, and Reporting. **Please do not enter amounts in to Request Amounts.**

Columns to input information include:

Match Amount - Please provide any Matching funds your organization will be providing toward your fare free program.

Supporting Documentation - Please provide information on the types of documentation you will use to substantiate each eligible expense.

Below you will find a description of each eligible expense.

Expense Eligibility:

An eligible transit agency that receives a grant through the transit association may use the money to cover the costs associated with providing new or expanded free transit services within its service area during ozone season, including offering additional FREE SERVICES OR free routes or INCREASING THE FREQUENCY OF service on routes for which the eligible transit agency currently offers free service.

Grant money may be used to replace farebox revenue and pay for other expenses necessary to implement the program. Such expenses may include, for example:

Ridership Increase: Expenses associated with an increase in ridership as a result of the program.

Staffing: Additional staffing costs to cover overtime costs, provide additional cleaning, provide additional security, and for additional drivers.

Vehicle Maintenance: Additional costs to operate and maintain vehicles, such as fuel, maintenance, and cleaning costs.

Marketing: Marketing and public information campaigns to ensure the public is aware of the free transit opportunities in their area.

Reporting: Costs to support program reporting requirements.

~~An eligible transit agency shall not use grant money to offset or replace funding for free transit services that the eligible transit agency offered as of~~

Eligible Expense	Request Amount	Match Amount	Explain Supporting Documentation
Farebox Revenue		\$ -	Average of monthly fairbox rate both Regular and Senior for 2 months
Other: Ridership Increase		\$ -	20% increase of Fairbox rate for 2 months.
Other: Staffing	\$ -	\$ -	
Other: Vehicle Maintenance	\$ -	\$ -	
Other: Marketing	\$ -	\$ -	
Other: Reporting		\$ -	

\$0.00 None

No match required

Past Ridership

Past Ridership Report *(Required)*

Please provide ridership and fare revenue information using the Past Ridership Template for the past three years leading up the current year for each route or program that will be fare-free for your program month. For example, If the program will run July-August of 2024, we need to see data for July-August of 2021, 2022, and 2023. If a route or program will have fare required during your fare-free program please do not report it here. Only report routes that will be fare-free for the program term.

B.

Drop files here or

or click to upload

Max. file size: 256 MB.

Ridership Change *(Required)*

Please provide a a year over year analysis of the change and trends in the ridership on the routes in your program the past three years leading up the current year for each route or program that will be fare-free for your program month.

Past Ridership	
----------------	--

Instructions:

Please provide ridership and fare revenue information in the orange section below for the past three years leading up the current year for each route or program that will be fare-free for your program month. For example, If the program will run July-August of 2024, we need to see data for July-August of 2021, 2022, and 2023. If a route or program will have fare required during your fare-free program please do not report it here. Only report routes that will be fare-free for the program term. These are the services you reported in the Application Budget Template and should match the services provided here.

[illegible]

In 2022 We had a 20% increase in ridership. In 2023 we did not participate in Free Fares Grant, but we offered free fares because we were starting a new dispatch system. The difference in reporting from the old system to the new system makes it difficult to see the increase. As you will see in the reporting for the month of August we did not break it down into rides.

Additional Attachments *(Required)*

Any supporting documents for the budget or Past Ridership should be compiled into a single document and attached here.

Drop files here or

CDEF & G

Max. file size: 256 MB.

Agreement Considerations

Exception(s) to Grant Agreement *(Required)*

Provide a brief written statement noting any exceptions to the Grant Agreement included as an Appendix to the RFA on the CASTA website. Please enter "N/A" if not applicable.

N/A

Farebox Revenue Replacement

Instructions:

Enter Farebox Revenue Replacement Information in the orange columns below:

Service - Enter service and routes that will be made free for the duration of the program. Services with the same Fare Amount may be combined into one service

Service Description - Provide a description of the service made free for the duration of the program. If you combined Services with the same Fare Amount please describe the services combined.

Fare Amount - Enter the Fare Amount for each service

Anticipated Riders - Enter the Anticipated Riders for each service. You should provide a narrative description of how you derived this anticipated amount.

Anticipated Revenue - **Do not enter amounts into this column.** This column uses formulas to multiply Fare Amount and Anticipated Riders.

			Totals:	3212	\$4,358.00
Service	Service Description	New or Expanded?	Fare Amount	Anticipated Riders	Anticipated Revenue
Door to Door July	Regular	no	\$1.50	1146	\$1,719.00
Door to Door July	Senior	no	\$1.00	460	\$460.00
Door to Door August	Regular	no	\$1.50	1146	\$1,719.00
Door to Door August	Senior	no	\$1.00	460	\$460.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

2

Other: Ridership Increase

Instructions:

Ridership Increase: Expenses associated with an increase in ridership as a result of the program. Use the Expense Description below to provide information explaining how this expense is associated with an increase of ridership as a result of the program. Include any formulas used to derive the amount. Please break expenses up by month if program is two months or more. Add additional rows as needed.

	Totals:	\$4,356.00
Expense	Expense Description	Amount
Fairbox July	Avg total Fairbox monthly is 1815. 20% increase 364=2178	\$2,178.00
Fairbox August	Avg total Fairbox monthly is 1815. 20% increase 364=2178	\$2,178.00



Other: Staffing

Instructions:

Staffing: Additional staffing costs associated with providing new or expanded free transit to cover **overtime costs**, provide **additional security**, and for **additional drivers**. Use the Expense Description below to provide information explaining the expense. Include any formulas used to derive the amount. Please break expenses up by month if program is two months or more. Add additional rows as needed.

	Totals:	\$0.00
Expense	Expense Description	Amount
Overtime Cost	We wont extend our hours just work harder within our regular hours	\$0.00
Additional Security	We don't have security expenses	\$0.00
Additional Drivers	We shouldn't need to use additional drivers	\$0.00

E

Other: Vehicle Maintenance

Instructions:

Vehicle Maintenance: Additional costs associated with providing new or expanded free transit to **operate and maintain vehicles**, such as **fuel, maintenance, and cleaning costs**. Use the Expense Description below to provide information explaining the expense. Include any formulas used to derive the amount. Please break expenses up by month if program is two months or more. Add additional rows as needed.

	Totals:	\$0.00
Expense	Expense Description	Amount
Fuel	We have fuel figured into our annual budget to cover fuel costs	\$0.00
Maintenance	We have Maintenance figured into our annual budget to cover those costs	
Cleaning	Driver's cleaned their own busses.	\$0.00

4

Other: Marketing

Instructions:

Marketing: Marketing and public information campaigns to ensure the public is aware of the free transit opportunities in their area. Use the Expense Description below to provide information explaining the expense. Include any formulas used to derive the amount. Please break expenses up by month if program is two months or more. Add additional rows as needed.

	Totals:	\$0.00
Expense	Expense Description	Amount
radio advertisement	We have a good relationship with local radio they will run as PSA's	\$0.00

CB

Other: Reporting

Instructions:

Reporting: Costs associated with providing new or expanded free transit to support program reporting requirements. This line item is intended to be used for administrative staff time dedicated to support program reporting requirements. Please use the Expense Description below to provide information explaining how anticipated hours and the rate for each employee dedicated to this task were derived. Include any formulas used to derive the amount. The Amount column combines Anticipated Hours and Rate. **Please do not input information in the Amount column.** Please break expenses up by month if

[illegible]

Organizational Conflict of Interest *(Required)*

Provide a brief written statement noting any conflict of interest as defined within the "Organizational Conflict of Interest" section of the RFA. Please enter "N/A" if not applicable.

N/A

Debarment and/or Suspension *(Required)*

Provide a brief written statement noting any debarment and/or suspension as defined within the "Organizational Conflict of Interest" section of the RFA. Please enter "N/A" if not applicable.

N/A

By submitting your application you attest that your agency is committed to providing the new or expanded free services for at least thirty days during the ozone season.

Submit

 Save and Continue Later

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-24-2024

Submitter: Administration & DHS/H3C

Submitted to the County Administration Office on: Email Poll 6-14-24

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

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6-14-2024 email poll approval for County General Fund A/P for payment of bills presented in the amount of \$124,009.19, Department of Human Services A/P for a total of \$763,479.69, and H3C A/P for a total of \$1,157.05 with a Certification date of June 24, 2024 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

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

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

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: \$124,009.19 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 18, 2024**

	#	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND		\$ 20,394.31	-	-
ARPA FUND		\$ -	-	-
FSA ACCOUNT		\$ -	-	-
BOOKING FEES ACCOUNT		\$ -	-	-
PUBLIC HEALTH AGENCY		\$ 31,547.37	-	-
ROAD & BRIDGE FUND		\$ 55,197.97	-	-
SALES & USE TAX FUND		\$ -	-	-
CONSERVATION TRUST FUND		\$ 1,013.10	-	-
CAPITAL FUND		\$ -	-	-
OTHER AGENCIES FUND		\$ -	-	-
LODGING TAX FUND		\$ -	-	-
CRMC FUND		\$ 10,332.30	-	-
OPC FUND		\$ 5,524.14	-	-
Totals		\$ 124,009.19	\$ -	\$ -

DATE: June 18, 2024

DATE: June 18, 2024

DATE: June 18, 2024

DATE: June 18, 2024

Ken Cook
BOCC CHAIRMAN
Thomas L. Loomis
COMMISSIONER
Wendy Buxton-Andrade
COMMISSIONER
Jana Olsen
CLERK TO THE BOARD

Total Paid Approve To Pay \$ 124,009.19
AP + Fringes \$ 124,009.19
Total Pd Certification - Payroll \$ 124,009.19
Total Payroll + Fringes \$ -

Ending Check No. 72321
Beginning Check No. 72255
1
Total Number of Checks: 67

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

Judy Wain
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01
72255-72321

0010

June 18, 2024

\$ 20,394.31

Payroll \$ -
Fringes \$ -

Total \$ 20,394.31

ARPA - 02

0018

\$ -

Payroll \$ -
Fringes \$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

\$ 55,197.97

\$ -

Payroll \$ -
Fringes \$ -

Total \$ 55,197.97

FSA (Cafeteria) 552

0552

\$ -

Total \$ -

Sheriff's Booking Fees

0675

\$ -

Payroll \$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

\$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130

\$ 1,013.10

\$ -

Total \$ 1,013.10

CAPITAL FUND - 07

0100

\$ -

Total \$ -

OTHER AGENCIES FUND- 08

\$ -

Total \$ -

LODGING TAX - 09

0014

\$ -

Payroll \$ -
Fringes \$ -

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

\$ 31,547.37

\$ -

Payroll \$ -
Fringes \$ -

Total \$ 31,547.37

CRMC

0016

\$ 10,332.30

Payroll \$ -
Fringes \$ -

Total \$ 10,332.30

OPC

0017

\$ 5,524.14

Payroll \$ -
Fringes \$ -

Total \$ 5,524.14

Paula Gonzales, Finance Director

GRAND TOTAL \$ 124,009.19

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
		Bank No: 2	Bank Account No: 10225	
72255	6/18/2024	9	A Cut Above Pest Control LLC	\$60.00
Invoice: 25009			4H Building-Fairgrounds Maintenance	\$60.00
Ledger: 00111429300			Fairgrounds Maintenance	\$60.00 4H Building-Fairgrounds Maintenance
72256	6/18/2024	28	A-1 Rental & Sales	\$9.00
Invoice: 103190			R&B-Equip Rentals/Leases	\$9.00
Ledger: 00243440400			Equip Rentals/Leases	\$9.00 R&B-Equip Rentals/Leases
72257	6/18/2024	3	A-1 Towing	\$1,284.00
Invoice: 11226			Prowers County Rural Fire-Mileage/Meeting Expense	\$1,284.00
Ledger: 00132421100			Mileage/Meeting Expens	\$1,284.00 Prowers County Rural Fire-Mileage/Meeting Expense
72258	6/18/2024	57	Ace Tire Service LLC	\$4,070.95
Invoice: 1-139954			R&B-Tires	\$75.00
Ledger: 00243437600			Tires	\$75.00 R&B-Tires
Invoice: 1-140024			R&B-Tires	\$1,319.10
Ledger: 00243437600			Tires	\$1,319.10 R&B-Tires
Invoice: 1-140626			R&B-Tires	\$20.00
Ledger: 00243437600			Tires	\$20.00 R&B-Tires
Invoice: 1-140632			R&B-Tires	\$2,656.85
Ledger: 00243437600			Tires	\$2,656.85 R&B-Tires
72259	6/18/2024	1340	Addys tint shop	\$1,800.00
Invoice: 000001			R&B- 3 John Deere Tractors- Tint:Equipment	\$1,800.00
Ledger: 00243425400			Repair/Maint	
			Equipment Repair/Maint	\$1,800.00 R&B- 3 John Deere Tractors- Tint:Equipment Repair/Maint
72260	6/18/2024	27	Airgas Intermountain Inc.	\$711.20
Invoice: 550854737			R&B-Shop Supplies	\$711.20
Ledger: 00243437920			Shop Supplies	\$711.20 R&B-Shop Supplies

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
72261	6/18/2024	36	Amazon Capital Services	\$12,325.08
Invoice: 1614-9JV7-GFMR		Admin-Office Supplies		\$51.89
Ledger: 00105430100		Office Supplies	\$51.89 Admin-Office Supplies	
Invoice: 1CTW-W3X4-DLL9		URHN- SUPPLIES		\$5,213.87
Ledger: 01117465040		URHN Expenses	\$5,213.87 URHN- SUPPLIES	
Invoice: 1KQY-FVXQ-LQNW		Admin-Office Supplies		\$258.88
Ledger: 00105430100		Office Supplies	\$258.88 Admin-Office Supplies	
Invoice: 1LQK-FYL3-CJWY		URHN-YOUTH SUPPLIES		\$5,772.13
Ledger: 01117465040		URHN Expenses	\$5,772.13 URHN-YOUTH SUPPLIES	
Invoice: 1NT4-V6HN-FTKN		URHN-SUPPLIES		\$978.95
Ledger: 01117465040		URHN Expenses	\$978.95 URHN-SUPPLIES	
Invoice: P13JK-4D1T-9PDN		CRMC-Office Equipment		\$49.36
Ledger: 01346430230		Office Equipment	\$49.36 CRMC-Office Equipment	
72262	6/18/2024	914	Andrea Schultz	\$709.47
Invoice: 1011		OLTC-FAMILY SUPPORT EXPENSES: MAY 2024		\$709.47
Ledger: 01133436360		Family Support Reimburs	\$709.47 OLTC-FAMILY SUPPORT EXPENSES: MAY 2024	
72263	6/18/2024	1339	Angelica Casarez	\$75.00
Invoice: June 2024		Fairgrounds Rent Deposit Reimb- June 8, 2024		\$75.00
Ledger: 00111429310		Fairgrounds Rent Deposi	\$75.00 Fairgrounds Rent Deposit Reimb- June 8, 2024	
72264	6/18/2024	59	Ark Valley Auto Service	\$1,269.50
Invoice: 20028		R&B-Equipment Repair/Maint		\$1,269.50
Ledger: 00243425400		Equipment Repair/Maint	\$1,269.50 R&B-Equipment Repair/Maint	
72265	6/18/2024	55	Atmos Energy	\$96.02
Invoice: 3013908352-04/18 to 5/		Holly-Utilities		\$60.83
Ledger: 00243421600		Utilities	\$60.83 Holly-Utilities	
Invoice: 3014593842-5/4 to 6/5		Bristol Fire House Utilities		\$35.19
Ledger: 00132421620		Bristol Fire House Utilitie	\$35.19 Bristol Fire House Utilities	
72266	6/18/2024	63	Axiom Human Resource Solutions, Inc.	\$313.19

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 145518		OPC-Prof Serv - time system		\$95.85
Ledger: 01447420710		Prof Serv - time system	\$95.85 OPC-Prof Serv - time system	
Invoice: 145519		CRMC-Prof Serv - time system		\$106.50
Ledger: 01346420710		Prof Services - time syste	\$106.50 CRMC-Prof Serv - time system	
Invoice: 145520		PH-TIME KEEPING SYSTEM		\$110.84
Ledger: 01117430100		Office Supplies	\$110.84 PH-TIME KEEPING SYSTEM	
72267	6/18/2024	87	Big H Builders Supply	\$1,541.15
Invoice: 419652		R&B-Operating Supplies		\$1,541.15
Ledger: 00243430200		Operating Supplies	\$1,541.15 R&B-Operating Supplies	
72268	6/18/2024	1276	Breeann Walkinshaw	\$500.00
Invoice: 1010		OLTC-FAMILY SUPPORT EXPENSES: MAY 2024		\$500.00
Ledger: 01133436360		Family Support Reimburs	\$500.00 OLTC-FAMILY SUPPORT EXPENSES: MAY 2024	
72269	6/18/2024	110	Business Solutions Leasing	\$206.22
Invoice: 36708452		Clerk/Admiin-Equip Rentals/Leases		\$206.22
Ledger: 00105440400		Equip Rentals/Leases	\$103.11 Equip Rentals/Leases-Admin	
Ledger: 00107440400		Equip Rentals/Leases	\$103.11 Equip Rentals/Leases- Clerk	
72270	6/18/2024	177	Cardinelli Machine LLC	\$1,149.02
Invoice: 15174		R&B-Equipment Repair/Maint		\$749.02
Ledger: 00243425400		Equipment Repair/Maint	\$749.02 R&B-Equipment Repair/Maint	
Invoice: 15177		Rural Fire Dept.-Equipment Repair/Maint		\$400.00
Ledger: 00132425400		Equipment Repair/Maint	\$400.00 Rural Fire Dept.-Equipment Repair/Maint	
72271	6/18/2024	173	Century Link	\$350.25
Invoice: 300778460- 05/23 to 6/		R&B-Telephone		\$282.22
Ledger: 00243420100		Telephone	\$282.22 R&B-Telephone	
Invoice: 300793007-5/23 to 6/22		Prowers County Yard- R&B: Telephone		\$68.03
Ledger: 00243420100		Telephone	\$68.03 Prowers County Yard- R&B: Telephone	
72272	6/18/2024	181	Christine Anne Chandler	\$200.00

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: May 2024		URHN-FACILITATOR		\$200.00
	Ledger: 01117465040	URHN Expenses		\$200.00 URHN-FACILITATOR
72273	6/18/2024	1294	CINTAS	\$1,253.08
Invoice: 4193241611		R&B-Employee Uniform Expense		\$339.35
	Ledger: 00243437200	Employee Uniform Expen		\$339.35 R&B-Employee Uniform Expense
Invoice: 4193869984		R&B-Employee Uniform Expense		\$339.35
	Ledger: 00243437200	Employee Uniform Expen		\$339.35 R&B-Employee Uniform Expense
Invoice: 4194657655		R&B-Employee Uniform Expense		\$393.91
	Ledger: 00243437200	Employee Uniform Expen		\$393.91 R&B-Employee Uniform Expense
Invoice: 4195392628		Employee Uniform Expense		\$180.47
	Ledger: 00111437200	Employee Uniform Expen		\$180.47 Employee Uniform Expense
72274	6/18/2024	582	City of Lamar	\$435.67
Invoice: 11065- 04/15 to 5/15		R&B- Utilities		\$34.00
	Ledger: 00243421600	Utilities		\$34.00 R&B- Utilities
Invoice: 1615416328		Prowers County Fire Station-Utilities		\$345.31
	Ledger: 00132421600	Utilities		\$345.31 Prowers County Fire Station-Utilities
Invoice: 766- 4/15 to 5/30		R&B- Hartman Yard:Utilities		\$56.36
	Ledger: 00243421600	Utilities		\$56.36 R&B- Hartman Yard:Utilities
72275	6/18/2024	263	Cliff's Gas & Diesel LLC	\$448.93
Invoice: 0658859		R&B-Equipment Repair/Maint		\$198.93
	Ledger: 00243425400	Equipment Repair/Maint		\$198.93 R&B-Equipment Repair/Maint
Invoice: 0659080		R&B-Equipment Repair/Maint		\$250.00
	Ledger: 00243425400	Equipment Repair/Maint		\$250.00 R&B-Equipment Repair/Maint
72276	6/18/2024	163	Colorado Dept of Public Health & Environ	\$5.74
Invoice: FDS201080457		R&B-Dues, Subs, Registrations		\$5.74
	Ledger: 00243422400	Dues, Subs, Registration		\$5.74 R&B-Dues, Subs, Registrations
72277	6/18/2024	292	Coloradoland Tire & Service	\$180.67
Invoice: 26978		R&B-Equipment Repair/Maint		\$124.89

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00243425400		Equipment Repair/Maint	\$124.89	R&B-Equipment Repair/Maint
Invoice: 27001		PH- OIL CHANGE		\$55.78
Ledger: 01117430900		Vehicle Maintenance/Fue	\$55.78	PH- OIL CHANGE
72278	6/18/2024	241	Cornerstone Resource Center	\$8,211.69
Invoice: 22335		FSP- MAY REIMBURSEMENT		\$8,211.69
Ledger: 01117436370		FSP- Grant Expense	\$8,211.69	FSP- MAY REIMBURSEMENT
72279	6/18/2024	295	Dell Marketing L.P.	\$906.86
Invoice: 10733335399		Maint-Office Supplies		\$906.86
Ledger: 00111430100		Office Supplies	\$906.86	Maint-Office Supplies
72280	6/18/2024	293	DeLoach's Water Conditioning Inc.	\$201.15
Invoice: 532-00485300-0 June 2		Courthouse Maintenance		\$20.00
Ledger: 00111429100		Courthouse Maintenance	\$20.00	Courthouse Maintenance
Invoice: 532-00485607-8 OLTC		OLTC- WATER		\$79.00
Ledger: 01133430100		Office Supplies	\$79.00	OLTC- WATER
Invoice: 532-02721199-6 OPC		OPC- May 2024: Miscellaneous		\$12.00
Ledger: 01447421700		Miscellaneous	\$12.00	OPC- May 2024: Miscellaneous
Invoice: 532-02722528-50/4/24		CRMC- April & May 2024: Miscellaneous		\$90.15
Ledger: 01346421700		Miscellaneous	\$90.15	CRMC- April & May 2024: Miscellaneous
72281	6/18/2024	291	Digitcom Electronics Inc	\$2,250.17
Invoice: 104011060-1		R&B-Equipment Repair/Maint		\$2,250.17
Ledger: 00243425400		Equipment Repair/Maint	\$2,250.17	R&B-Equipment Repair/Maint
72282	6/18/2024	669	Divina Mendez	\$866.66
Invoice: June 2024		Cleaning Services- CRMC & OPC June 2024		\$866.66
Ledger: 01346421700		Miscellaneous	\$433.33	CRMC- Cleaning Services June 2024
Ledger: 01447421700		Miscellaneous	\$433.33	OPC - Cleaning Services June 2024
72283	6/18/2024	320	Dragon Products, LLC	\$11,882.52
Invoice: DP394884		R&B-Equipment Repair/Maint		\$11,882.52

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00243425400	Equipment Repair/Maint	\$11,882.52	R&B-Equipment Repair/Maint
72284	6/18/2024	336	Ebbie's Plumbing	\$157.50
Invoice:	300506	Prowers Area Transit-Bus Operating Supplies/Repairs	\$157.50	
Ledger:	00125430200	Bus Operating Supplies/	\$157.50	Prowers Area Transit-Bus Operating Supplies/Repairs
72285	6/18/2024	1201	Fremont Paving and Redi Mix, Inc	\$1,664.43
Invoice:	LM10738	R&B-Road Mat / Gravel / Striping	\$1,664.43	
Ledger:	00243437400	Road Mat / Gravel / Stripi	\$1,664.43	R&B-Road Mat / Gravel / Striping
72286	6/18/2024	413	Gobin's	\$246.84
Invoice:	AR4403295	OPC-Office Equipment	\$159.56	
Ledger:	01447430230	Office Equipment	\$159.56	OPC-Office Equipment
Invoice:	AR4403296	CRMC-Office Equipment	\$87.28	
Ledger:	01346430230	Office Equipment	\$87.28	CRMC-Office Equipment
72287	6/18/2024	437	Granada School District RE-1	\$10,177.75
Invoice:	June 2024- CRMC & O	Building Rent- CRMC & OPC June 2024	\$10,177.75	
Ledger:	01346440100	Building Rent	\$6,160.00	CRMC-Building Rent
Ledger:	01447440100	Building Rent	\$4,017.75	OPC-Building Rent
72288	6/18/2024	429	Granite Telecommunications, LLC	\$153.32
Invoice:	648552076	Rural Fire-Telephone/Internet	\$153.32	
Ledger:	00132420100	Telephone/Internet	\$153.32	Rural Fire-Telephone/Internet
72289	6/18/2024	439	Great America Financial Services	\$393.09
Invoice:	36638350	OPC-Office Equipment	\$393.09	
Ledger:	01447430230	Office Equipment	\$393.09	OPC-Office Equipment
72290	6/18/2024	1319	Home Store LLC	\$398.10
Invoice:	165428	Annex Building Maintenance	\$65.98	
Ledger:	00111429200	Annex Building Maintena	\$65.98	Annex Building Maintenance
Invoice:	165478	Courthouse Maintenance	\$282.65	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00111429100			Courthouse Maintenance	\$282.65
Invoice: 165538			Courthouse Maintenance	\$37.98
Ledger: 00111429100			Courthouse Maintenance	\$37.98
Invoice: 165609			Courthouse Maintenance	\$11.49
Ledger: 00111429100			Courthouse Maintenance	\$11.49
72291	6/18/2024	537	J & F Auto Parts Inc	\$166.75
Invoice: 512402			R&B-Operating Supplies	\$166.75
Ledger: 00243430200			Operating Supplies	\$166.75
72292	6/18/2024	1270	James Ramsay	\$125.00
Invoice: 1008			OLTC-FAMILY SUPPORT EXPENSES: MAY 2024	\$125.00
Ledger: 01133436360			Family Support Reimburs	\$125.00
			OLTC-FAMILY SUPPORT EXPENSES: MAY 2024	
72293	6/18/2024	1341	Jennifer Stum	\$155.00
Invoice: 1007			OLTC- FAMILY SUPPORT EXPENSES MAY 2024	\$155.00
Ledger: 01133436360			Family Support Reimburs	\$155.00
			OLTC- FAMILY SUPPORT EXPENSES MAY 2024	
72294	6/18/2024	386	John Deere Financial	\$410.95
Invoice: D84824			Operating Supplies	\$386.97
Ledger: 00111430200			Operating Supplies	\$386.97
Invoice: D86221			Operating Supplies	\$23.98
Ledger: 00111430200			Operating Supplies	\$23.98
72295	6/18/2024	387	John Deere Financial	\$2,662.74
Invoice: D79994			R&B-Equipment Repair/Maint	\$44.96
Ledger: 00243425400			Equipment Repair/Maint	\$44.96
Invoice: P08785			R&B-Equipment Repair/Maint	\$106.13
Ledger: 00243425400			Equipment Repair/Maint	\$106.13
Invoice: P08786			R&B-Equipment Repair/Maint	\$58.27
Ledger: 00243425400			Equipment Repair/Maint	\$58.27
Invoice: P08788			R&B-Equipment Repair/Maint	\$24.84
Ledger: 00243425400			Equipment Repair/Maint	\$24.84

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: P08791		R&B-Equipment Repair/Maint		\$1,461.72
Ledger: 00243425400		Equipment Repair/Maint	\$1,461.72 R&B-Equipment Repair/Maint	
Invoice: P09120		R&B-Equipment Repair/Maint		\$728.00
Ledger: 00243425400		Equipment Repair/Maint	\$728.00 R&B-Equipment Repair/Maint	
Invoice: P09447		R&B-Equipment Repair/Maint		\$238.82
Ledger: 00243425400		Equipment Repair/Maint	\$238.82 R&B-Equipment Repair/Maint	
72296	6/18/2024	1271	JUDY MEDINA	\$3,464.30
Invoice: 1006		OLTC- FAMILY SUPPORT EXPENSES MAY 2024		\$3,464.30
Ledger: 01133436360		Family Support Reimburs	\$3,464.30 OLTC- FAMILY SUPPORT EXPENSES MAY 2024	
72297	6/18/2024	595	Lamar Auto Parts	\$1,976.81
Invoice: 739936		Prowers Area Transit-Bus Operating Supplies/Repairs		\$261.06
Ledger: 00125430200		Bus Operating Supplies/	\$261.06 Prowers Area Transit-Bus Operating Supplies/Repairs	
Invoice: 741376		R&B-Equipment Repair/Maint		\$279.89
Ledger: 00243425400		Equipment Repair/Maint	\$279.89 R&B-Equipment Repair/Maint	
Invoice: 742101		Prowers County Rural Fire Dept.-Equipment Repair/Maint		\$370.48
Ledger: 00132425400		Equipment Repair/Maint	\$370.48 Prowers County Rural Fire Dept.-Equipment Repair/Maint	
Invoice: 742660		R&B-Operating Supplies		\$876.75
Ledger: 00243430200		Operating Supplies	\$876.75 R&B-Operating Supplies	
Invoice: 743440		R&B-Equipment Repair/Maint		\$60.77
Ledger: 00243425400		Equipment Repair/Maint	\$60.77 R&B-Equipment Repair/Maint	
Invoice: 743507		R&B-Equipment Repair/Maint		\$27.98
Ledger: 00243425400		Equipment Repair/Maint	\$27.98 R&B-Equipment Repair/Maint	
Invoice: 743769		R&B-Equipment Repair/Maint		\$99.88
Ledger: 00243425400		Equipment Repair/Maint	\$99.88 R&B-Equipment Repair/Maint	
72298	6/18/2024	604	Lamar BMS	\$1,153.41
Invoice: 426940		R&B-Equipment Repair/Maint		\$7.99
Ledger: 00243425400		Equipment Repair/Maint	\$7.99 R&B-Equipment Repair/Maint	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 427367			R&B-Operating Supplies	\$803.02
Ledger: 00243430200			Operating Supplies	\$803.02 R&B-Operating Supplies
Invoice: 427390			R&B-Operating Supplies	\$32.62
Ledger: 00243430200			Operating Supplies	\$32.62 R&B-Operating Supplies
Invoice: 427394			R&B-Operating Supplies	\$10.00
Ledger: 00243430200			Operating Supplies	\$10.00 R&B-Operating Supplies
Invoice: 427422			R&B-Operating Supplies	\$146.05
Ledger: 00243430200			Operating Supplies	\$146.05 R&B-Operating Supplies
Invoice: 427819			R&B-Equipment Repair/Maint	\$127.34
Ledger: 00243425400			Equipment Repair/Maint	\$127.34 R&B-Equipment Repair/Maint
Invoice: 428469			Fairgrounds Maintenance	\$26.39
Ledger: 00111429300			Fairgrounds Maintenance	\$26.39 Fairgrounds Maintenance
72299	6/18/2024	594	Language Line Services	\$1,982.07
Invoice: 11303925			CRMC-Language Line	\$1,729.51
Ledger: 01346420530			Language Line	\$1,729.51 CRMC-Language Line
Invoice: 11310031			OPC-Miscellaneous	\$252.56
Ledger: 01447421700			Miscellaneous	\$252.56 OPC-Miscellaneous
72300	6/18/2024	592	LawnCo	\$650.00
Invoice: 06/08/2024			OPC-Miscellaneous - Additional	\$650.00
Ledger: 00102421710			Miscellaneous - Additiona	\$650.00 OPC-Miscellaneous - Additional
72301	6/18/2024	614	LexisNexis Risk Data Mngmnt	\$200.00
Invoice: 1728507-20240531			Prowers County Treasurer-Dues, Subs, Registrations	\$200.00
Ledger: 00109422400			Dues, Subs, Registration	\$200.00 Prowers County Treasurer-Dues, Subs, Registrations
72302	6/18/2024	1012	Lisa Thomas	\$397.68
Invoice: JUNE 2024			CBCAP- SUPPLIES REIMBURSEMENT JUNE 2024	\$397.68
Ledger: 01117436360			CBCAP Grant Expense	\$397.68 CBCAP- SUPPLIES REIMBURSEMENT JUNE 2024
72303	6/18/2024	1320	Melissa Ramirez	\$250.00

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 1009			OLTC- FAMILY SUPPORT EXPENSES MAY 2024	\$250.00
Ledger: 01133436360			Family Support Reimburs \$250.00 OLTC- FAMILY SUPPORT EXPENSES MAY 2024	
72304	6/18/2024	687	Mobile Record Shredders, LLC	\$1,513.60
Invoice: CO88020			CRMC-Prof Services - shredding	\$1,513.60
Ledger: 01346420800			Prof Services - shredding \$1,513.60 CRMC-Prof Services - shredding	
72305	6/18/2024	724	O'Reilly Automotive Parts	\$248.95
Invoice: 2906-254850			R&B-Equipment Repair/Maint	\$248.95
Ledger: 00243425400			Equipment Repair/Maint \$248.95 R&B-Equipment Repair/Maint	
72306	6/18/2024	812	Pitstop Oil, LLC	\$16,679.23
Invoice: May 2024- Commission			P.C. Commissioner- May 2024 Vehicle Maintenance/Fuel	\$78.45
Ledger: 00105430900			Vehicle Maintenance/Fue \$78.45 P.C. Commissioner- May 2024 Vehicle Maintenance/Fuel	
Invoice: May 2024- Maintenance			Maintenance-Vehicle Maintenance/Fuel	\$675.11
Ledger: 00111430900			Vehicle Maintenance/Fue \$675.11 Maintenance-Vehicle Maintenance/Fuel	
Invoice: May 2024- Rural Fire D			P C Rural Fire Dept.- May 2024:Motor Vehicle Fuel	\$668.86
Ledger: 00132430900			Motor Vehicle Fuel \$668.86 P C Rural Fire Dept.- May 2024:Motor Vehicle Fuel	
Invoice: May 2024- Transit			Prowers Area Transit-Motor Vehicle Fuel	\$2,399.89
Ledger: 00125437800			Motor Vehicle Fuel \$2,399.89 Prowers Area Transit-Motor Vehicle Fuel	
Invoice: May 2024-R&B			R&B-Motor Vehicle Fuel	\$12,856.92
Ledger: 00243437800			Motor Vehicle Fuel \$12,856.92 R&B-Motor Vehicle Fuel	
72307	6/18/2024	776	Plains Disposal, LLC	\$322.57
Invoice: 15848- May 2024			OPC-Miscellaneous	\$160.00
Ledger: 01447421700			Miscellaneous \$160.00 OPC-Miscellaneous	
Invoice: 15984- April & May 202			CRMC- April & May 2024:Miscellaneous	\$162.57
Ledger: 01346421700			Miscellaneous \$162.57 CRMC- April & May 2024:Miscellaneous	
72308	6/18/2024	782	Prairie Mountain Media	\$406.25
Invoice: 0000386651			Prowers CTNY Clerk Recorder-Advertising/Legal Notices	\$84.00

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00108421300		Advertising/Legal Notices	\$84.00 Prowers CTNY Clerk Recorder-Advertising/Legal Notices	
Invoice: 0000386652		OAD-Advertising/Legal Notices	\$230.25	
Ledger: 00102421300		Advertising/Legal Notices	\$230.25 OAO-Advertising/Legal Notices	
Invoice: 0000386653		Prowers County Land Use- Advertising/Legal Notices- Prof Services - 1041 Regs	\$92.00	
Ledger: 00136420630		Prof Services - 1041 Reg	\$49.60 Prof Services - 1041 Regs	
Ledger: 00136421300		Advertising/Legal Notices	\$42.40 Advertising/Legal Notices	
72309	6/18/2024	802	Printed Imagination LLC	\$962.57
Invoice: 3824		OLTC- OFFICE PERSONAL SUPPLIES	\$962.57	
Ledger: 01133430100		Office Supplies	\$962.57 OLTC- OFFICE PERSONAL SUPPLIES	
72310	6/18/2024	792	Prowers County	\$4,345.43
Invoice: 1112		RENT- PH/ OLTC/NFP JUNE 2024	\$4,345.43	
Ledger: 01117440100		Building Rent	\$1,662.67 PH-Building Rent	
Ledger: 01133440100		Building Rent	\$1,632.42 OLTC-Building Rent	
Ledger: 01135440100		Building Rent/Utilities	\$1,050.34 NFP-Building Rent	
72311	6/18/2024	889	R & T Redi Mix	\$600.28
Invoice: 6472		R&B-Road Mat / Gravel / Striping	\$600.28	
Ledger: 00243437400		Road Mat / Gravel / Stripi	\$600.28 R&B-Road Mat / Gravel / Striping	
72312	6/18/2024	885	Ranchers Supply of Lamar, LLC	\$40.45
Invoice: MayShop506		Welcome Home Center Maint &	\$40.45	
Ledger: 00111429200		Annex Building Maintena	\$31.09 Annex Building Maintenance	
Ledger: 00111429810		Welcome Home Center	\$9.36 Welcome Home Center Maint	
72313	6/18/2024	850	Reyman's Grocery	\$15.66
Invoice: 000000000040-05/03/2		URHN-FOOD	\$15.66	
Ledger: 01117465040		URHN Expenses	\$15.66 URHN-FOOD	
72314	6/18/2024	881	Robinson Printing	\$285.00
Invoice: 72131		Prowers County Land Use-Advertising/Legal Notices	\$125.00	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00136421300		Advertising/Legal Notices	\$125.00	Prowers County Land Use-Advertising/Legal Notices
Invoice: 72142		Prowers County Land Use-Advertising/Legal Notices	\$160.00	
Ledger: 00136421300		Advertising/Legal Notices	\$160.00	Prowers County Land Use-Advertising/Legal Notices
72315	6/18/2024	917	SE Colo Power Association	\$1,013.10
Invoice: 1603040000- 5/1 to 6/1		TV Utilities	\$34.47	
Ledger: 00606421600		TV Utilities	\$34.47	TV Utilities
Invoice: 1604870000-05/1 to 6/1		TV Utilities	\$978.63	
Ledger: 00606421600		TV Utilities	\$978.63	TV Utilities
72316	6/18/2024	1203	Source Management, Inc.	\$138.43
Invoice: 4940098-0		Prowers CNTY Treasurer-Office Supplies	\$138.43	
Ledger: 00109430100		Office Supplies	\$138.43	Prowers CNTY Treasurer-Office Supplies
72317	6/18/2024	959	Specialty HVAC	\$8,716.29
Invoice: 23-0230		Annex Building Maintenance/Courthouse Maintenance/Operating Supplies	\$8,716.29	
Ledger: 00111429100		Courthouse Maintenance	\$2,930.20	Courthouse Maintenance
Ledger: 00111429200		Annex Building Maintena	\$4,073.84	Annex Building Maintenance
Ledger: 00111429200		Annex Building Maintena	\$1,032.00	Annex Building Maintenance
Ledger: 00111430200		Operating Supplies	\$680.25	Operating Supplies
72318	6/18/2024	1016	Thoughts in Bloom	\$73.00
Invoice: 013570		BOCC Funeral Flowers-Miscellaneous	\$73.00	
Ledger: 00101421700		Miscellaneous	\$73.00	BOCC Funeral Flowers-Miscellaneous
72319	6/18/2024	1041	Tractor Supply Credit Plan	\$2,074.79
Invoice: 100299312		R&B-Shop Supplies	\$49.95	
Ledger: 00243437920		Shop Supplies	\$49.95	R&B-Shop Supplies
Invoice: 100299663		R&B-Operating Supplies	\$29.96	
Ledger: 00243430200		Operating Supplies	\$29.96	R&B-Operating Supplies
Invoice: 100299816		R&B-Operating Supplies	\$169.99	
Ledger: 00243430200		Operating Supplies	\$169.99	R&B-Operating Supplies

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount	
Invoice: 2001182329			R&B-Equipment Repair/Maint	\$1,163.98	
Ledger: 00243425400			Equipment Repair/Maint	\$1,163.98	R&B-Equipment Repair/Maint
Invoice: 200181820			R&B-Operating Supplies	\$239.96	
Ledger: 00243430200			Operating Supplies	\$239.96	R&B-Operating Supplies
Invoice: 200181926			R&B-Operating Supplies	\$75.96	
Ledger: 00243430200			Operating Supplies	\$75.96	R&B-Operating Supplies
Invoice: 200182399			R&B-Shop Supplies	\$344.99	
Ledger: 00243437920			Shop Supplies	\$344.99	R&B-Shop Supplies
72320	6/18/2024	1057	UBEO Business Services	\$460.96	
Invoice: 4532545			Prowers County Assessor-Maintenance Contracts	\$118.80	
Ledger: 00110421500			Maintenance Contracts	\$118.80	Prowers County Assessor-Maintenance Contracts
Invoice: 4533508			Prowers County Assessor-Office Supplies	\$342.16	
Ledger: 00110430100			Office Supplies	\$342.16	Prowers County Assessor-Office Supplies
72321	6/18/2024	1094	Wagner Equipment Co	\$6,013.70	
Invoice: P06C0170567			R&B-Equipment Repair/Maint	\$273.73	
Ledger: 00243425400			Equipment Repair/Maint	\$273.73	R&B-Equipment Repair/Maint
Invoice: S00W1815461			R&B-Equipment Repair/Maint	\$17.83	
Ledger: 00243425400			Equipment Repair/Maint	\$17.83	R&B-Equipment Repair/Maint
Invoice: S00W1815464			R&B-Equipment Repair/Maint	\$16.39	
Ledger: 00243425400			Equipment Repair/Maint	\$16.39	R&B-Equipment Repair/Maint
Invoice: S03W0887812			R&B-Equipment Repair/Maint	\$1,985.13	
Ledger: 00243425400			Equipment Repair/Maint	\$1,985.13	R&B-Equipment Repair/Maint
Invoice: S03W0887835			R&B-Equipment Repair/Maint	\$1,955.79	
Ledger: 00243425400			Equipment Repair/Maint	\$1,955.79	R&B-Equipment Repair/Maint
Invoice: S06W0767292			R&B-Equipment Repair/Maint	\$238.00	
Ledger: 00243425400			Equipment Repair/Maint	\$238.00	R&B-Equipment Repair/Maint
Invoice: S06W0767346			R&B-Equipment Repair/Maint	\$1,526.83	
Ledger: 00243425400			Equipment Repair/Maint	\$1,526.83	R&B-Equipment Repair/Maint

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
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Total Of Checks: \$124,009.19 Approved on _____ (Date)

Approved by:

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
PAYROLL CERTIFICATION
MONTH: JUNE 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
QUALITY & CAPACITY	06/18/24	67555-67558	170,330.00
OPERATING	06/18/24	67545-67549 & 67551-67554 & 67559-67560	47,398.84
VOID	06/18/24	67550	0.00
AID DEPEND. CHILD:			
	May-24	EBT	26,674.00
CHILD CARE:			
	May-24	EBT	18,910.20
AID NEEDY DISABLED:			
	May-24	EBT	9,474.99
CHILD WELFARE:			
	May-24	EBT	12,596.80
LEAP:			
	May-24	EBT	12,021.90
OAP:			
	May-24	EBT	12,095.53
CHILD SUPPORT:			
	May-24	EBT	369.84
CORE:			
	May-24	EBT	25.81
WORK PROGRAM:			
	May-24	EBT	1,627.62
FOOD ASSISTANCE:			
	May-24	EBT	439,654.31
WHC:			
SALARY			
FRINGE			
OPERATING	06/18/24	8813-8815	12,299.85
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$230,028.69 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$533,451.00 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

June 18, 2024

GRAND TOTAL \$

763,479.69

DATE

CHAIRMAN

DATE

COMMISSIONER

DATE

COMMISSIONER

DATE

DIRECTOR

\$1,033,767.90

BALANCE AS OF 6/13/24

HOTLINE COUNTY CONNECTION CENTER
PAYROLL CERTIFICATION
MONTH: JUNE 2024

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	06/18/24	4013-4014	1,157.05
CANCELLED			

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY
CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$1,157.05 ARE APPROVED TO BE PAID FROM THE
HOTLINE COUNTY CONNECTION CENTER.

June 18, 2024 GRAND TOTAL \$ 1,157.05

DATE Ron Cook CHAIRMAN
DATE Thomas L. Lammick COMMISSIONER
DATE Wandy Buxton-Andrade COMMISSIONER

DATE Larise Meiles by Belinda DIRECTOR
Sevency
\$370,302.74
BALANCE AS OF 6/13/24

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: June 18, 2024

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY		
FRINGE		
OPERATING	67545-67549 & 67551-67554 & 67559-67560	47,398.84
QUALITY & CAPACITY	67555-67558	170,330.00
WHC SALARY		
WHC FRINGE		
OPERATING	8813-8815	12,299.85
CANCELLED		

TOTAL:\$ 230,028.69

Information Only
VOIDED CHECKS #'s: 67550

Lanie Mireles by Mindy Maestas
Lanie Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: June 18, 2024

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:
Mindy Maestas

33C SALARY

33C FRINGE

33C OPERATING 4013-4014

1,157.05

33C CANCELLED

TOTAL: \$ 1,157.05

Information Only
VOIDED CHECKS #'s:

Lanie Mireles by Mindy Maestas
Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: CHILD WELFARE				
AD.6.10.24	PIT STOP	06/10/24		
AUTO SUPPLIES				\$86.62
NON-EMPLOYEE TRAVEL				\$413.98
			INVOICE AD.6.10.24 TOTAL:	<u>\$500.60</u>
AD.6.13.24	PROWERS CO DEPT OF HUMAN SERV	06/13/24		
MOTOR VEH EQUIP (EDGE)				\$8.80
			INVOICE AD.6.13.24 TOTAL:	<u>\$8.80</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$4,011.88
			INVOICE AD.6.13.24 TOTAL:	<u>\$4,011.88</u>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$4,521.28</u>
EXPENSE ACCOUNT: CHILD WELFARE 100%				
AD.6.10.24	PIT STOP	06/10/24		
AUTO SUPPLIES				\$129.16
			INVOICE AD.6.10.24 TOTAL:	<u>\$129.16</u>
AD.6.13.24	PROWERS CO DEPT OF HUMAN SERV	06/13/24		
MOTOR VEH EQUIP (EDGE)				\$3,956.93
			INVOICE AD.6.13.24 TOTAL:	<u>\$3,956.93</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$1,271.66
			INVOICE AD.6.13.24 TOTAL:	<u>\$1,271.66</u>
			EXPENSE ACCOUNT 444.1220 TOTAL:	<u>\$5,357.75</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
AD.6.10.24	PIT STOP	06/10/24		
AUTO SUPPLIES				\$24.40
			INVOICE AD.6.10.24 TOTAL:	<u>\$24.40</u>
			EXPENSE ACCOUNT 444.1579 TOTAL:	<u>\$24.40</u>
EXPENSE ACCOUNT: CORE				
AD.6.10.24	PIT STOP	06/10/24		
AUTO SUPPLIES				\$72.34
			INVOICE AD.6.10.24 TOTAL:	<u>\$72.34</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$718.46
BUILDING RENT - 1ST HALF 2024				\$391.46

			INVOICE AD.6.13.24 TOTAL:	<u>\$1,109.92</u>
			EXPENSE ACCOUNT 444.1700 TOTAL:	<u>\$1,182.26</u>
EXPENSE ACCOUNT: CORE 100%				
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$684.47
			INVOICE AD.6.13.24 TOTAL:	<u>\$684.47</u>
			EXPENSE ACCOUNT 444.1800 TOTAL:	<u>\$684.47</u>
EXPENSE ACCOUNT: CHILD CARE				
AD.6.12.24	GOBIN'S, INC	06/12/24		
COPIER				\$19.44
			INVOICE AD.6.12.24 TOTAL:	<u>\$19.44</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$852.07
			INVOICE AD.6.13.24 TOTAL:	<u>\$852.07</u>
			EXPENSE ACCOUNT 444.2300 TOTAL:	<u>\$871.51</u>
EXPENSE ACCOUNT: QUALITY & CAPACITY				
CH.6.12.24	MICHELLE JAIME	06/12/24		
CONTRACT				\$4,200.00
			INVOICE CH.6.12.24 TOTAL:	<u>\$4,200.00</u>
CH.6.12.24	MARILYN KLIPPERT	06/12/24		
CONTRACT				\$6,300.00
			INVOICE CH.6.12.24 TOTAL:	<u>\$6,300.00</u>
CH.6.12.24	HOLLY RE-3 DAYCARE CENTER	06/12/24		
CONTRACT				\$19,950.00
			INVOICE CH.6.12.24 TOTAL:	<u>\$19,950.00</u>
CH.6.12.24	WELCOME HOME CENTER	06/12/24		
CONTRACT				\$139,880.00
			INVOICE CH.6.12.24 TOTAL:	<u>\$139,880.00</u>
			EXPENSE ACCOUNT 444.2660 TOTAL:	<u>\$170,330.00</u>
EXPENSE ACCOUNT: TANF				
AD.6.10.24	DELOACH'S WATER CONDITIONING	06/10/24		
OFFICE SUPPLIES				\$77.00
			INVOICE AD.6.10.24 TOTAL:	<u>\$77.00</u>
AD.6.12.24	BUSINESS SOLUTIONS LEASING	06/12/24		
COPIER				\$72.81
			INVOICE AD.6.12.24 TOTAL:	<u>\$72.81</u>
AD.6.12.24	GOBIN'S, INC	06/12/24		
COPIER				\$3.24
			INVOICE AD.6.12.24 TOTAL:	<u>\$3.24</u>
AD.6.13.24	PROWERS CO DEPT OF HUMAN SERV	06/13/24		

MOTOR VEH EQUIP (EDGE)				\$1,652.26
			INVOICE AD.6.13.24 TOTAL:	<u>\$1,652.26</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$2,594.89
			INVOICE AD.6.13.24 TOTAL:	<u>\$2,594.89</u>
			EXPENSE ACCOUNT 444.4200 TOTAL:	<u>\$4,400.20</u>
EXPENSE ACCOUNT: ADMIN				
EX.6.10.24	LANIE MEYERS-MIRELES	06/10/24		
PER DIEM				\$101.00
			INVOICE EX.6.10.24 TOTAL:	<u>\$101.00</u>
AD.6.10.24	CYMA SYSTEMS, INC.	06/10/24		
ADP SUPPLIES				\$1,137.05
			INVOICE AD.6.10.24 TOTAL:	<u>\$1,137.05</u>
AD.6.10.24	MOBILE RECORD SHREDDERS	06/10/24		
DESTRUCTION OF RECORDS				\$48.00
			INVOICE AD.6.10.24 TOTAL:	<u>\$48.00</u>
AD.6.10.24	EVERYTHING2GO.COM	06/10/24		
OFFICE FURN & EQUIP				\$289.88
			INVOICE AD.6.10.24 TOTAL:	<u>\$289.88</u>
AD.6.12.24	BUSINESS SOLUTIONS LEASING	06/12/24		
COPIER				\$72.80
			INVOICE AD.6.12.24 TOTAL:	<u>\$72.80</u>
AD.6.12.24	GOBIN'S, INC	06/12/24		
COPIER				\$278.73
			INVOICE AD.6.12.24 TOTAL:	<u>\$278.73</u>
AD.6.13.24	PROWERS CO DEPT OF HUMAN SERV	06/13/24		
MOTOR VEH EQUIP (EDGE)				\$4,928.93
			INVOICE AD.6.13.24 TOTAL:	<u>\$4,928.93</u>
AD.6.13.24	PROWERS CO BRD OF COMMISSIONER	06/13/24		
BUILDING RENT - 1ST HALF 2024				\$19,836.71
			INVOICE AD.6.13.24 TOTAL:	<u>\$19,836.71</u>
			EXPENSE ACCOUNT 444.7000 TOTAL:	<u>\$26,693.10</u>
EXPENSE ACCOUNT: CHILD SUPPORT				
EX.6.12.24	AMY DILLON	06/12/24		
PER DIEM				\$105.00
			INVOICE EX.6.12.24 TOTAL:	<u>\$105.00</u>
AD.6.12.24	GOBIN'S, INC	06/12/24		
COPIER				\$19.45
			INVOICE AD.6.12.24 TOTAL:	<u>\$19.45</u>
AD.6.13.24	PROWERS CO DEPT OF HUMAN SERV	06/13/24		
MOTOR VEH EQUIP (EDGE)				\$803.41

AD.6.13.24 PROWERS CO BRD OF COMMISSIONER 06/13/24
BUILDING RENT - 1ST HALF 2024

INVOICE AD.6.13.24 TOTAL: \$803.41

\$2,015.90

INVOICE AD.6.13.24 TOTAL: \$2,015.90

EXPENSE ACCOUNT 444.8000 TOTAL: \$2,943.76

EXPENSE ACCOUNT: COUNTY ONLY

AD.6.10.24 MOBILE RECORD SHREDDERS 06/10/24
COUNTY ONLY
(BILLED PCPH)

\$28.00

INVOICE AD.6.10.24 TOTAL: \$28.00

EXPENSE ACCOUNT 444.9000 TOTAL: \$28.00

EXPENSE ACCOUNT: WHC

AD.6.10.24 CYMA SYSTEMS, INC. 06/10/24
ADP SUPPLIES

\$568.53

INVOICE AD.6.10.24 TOTAL: \$568.53

AD.6.12.24 GOBIN'S, INC 06/12/24
COPIES

\$120.34

INVOICE AD.6.12.24 TOTAL: \$120.34

EXPENSE ACCOUNT 444.9005 TOTAL: \$688.87

EXPENSE ACCOUNT: FATHERHOOD

AD.6.12.24 GOBIN'S, INC 06/12/24
COPIES

\$3.24

INVOICE AD.6.12.24 TOTAL: \$3.24

EXPENSE ACCOUNT 444.9086 TOTAL: \$3.24

REPORT TOTAL: \$217,728.84

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EXPENSE ACCOUNT: 444.9005				
AD.6.10.24 AUTO SUPPLIES	RON AUSTIN REPAIR SHOP	06/10/24		\$195.67
			INVOICE AD.6.10.24 TOTAL:	<u>\$195.67</u>
AD.6.10.24 MAINTENANCE	DELOACH'S WATER CONDITIONING	06/10/24		\$143.00
			INVOICE AD.6.10.24 TOTAL:	<u>\$143.00</u>
AD.6.13.24 WHC RENT - 1ST HALF 2024	PROWERS CO BRD OF COMMISSIONER	06/13/24		\$11,961.18
			INVOICE AD.6.13.24 TOTAL:	<u>\$11,961.18</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$12,299.85</u>
			REPORT TOTAL:	<u><u>\$12,299.85</u></u>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42540	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.6.10.24 MAINTENANCE	MOBILE RECORD SHREDDERS	06/10/24		\$20.00
			INVOICE AD.6.10.24 TOTAL:	\$20.00
			EXPENSE ACCOUNT 42540 TOTAL:	\$20.00
EXPENSE ACCOUNT: 43010				
AD.6.10.24 OFFICE SUPPLIES	CYMA SYSTEMS, INC.	06/10/24		\$1,137.05
			INVOICE AD.6.10.24 TOTAL:	\$1,137.05
			EXPENSE ACCOUNT 43010 TOTAL:	\$1,137.05
			REPORT TOTAL:	\$1,157.05

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/18/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of application to Colorado Department of Public Health and Environment for 1306 Brownfields Cleanup Grant Program in connection with asbestos remediation for the building located at 207 E Elm Street, Lamar, CO, totaling \$120,000, and authorizing County Administrator Mark Westhoff to submit the application electronically.

Justification or Background:

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

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

Approved by the County Attorney on:

Additional Approvals (if required):

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

THANK YOU!



COLORADO
Department of Public
Health & Environment

Request for Applications (RFA) Cover Sheet & Signature Page

Date: _____
Submit sealed applications to: Colorado Department of Public Health & Environment
1306 Brownfields Cleanup Grant Program
4300 Cherry Creek Drive South
Denver, CO 80246

RFA number: 7591
CDPHE contact: Kyle Sandor

RFA submission deadline: Rolling Deadline

Number of copies: One Electronic Copy submitted via email in pdf format.

Brownfields Cleanup Grant Program

Per the attached specifications, terms and conditions

*F.E.I.N.: 84-6000796
DUNS: 014854343

Authorized signature: _____

Original signature (in ink) acknowledges acceptance of all terms and conditions of the solicitation.

Typed/printed name: Ron Cook
Title: Chair, Board of County Commissioners
Company name: Prowers County
Address: 301 South Main Street, Suite 215
City: Lamar State: CO Zip: 81052
Phone number: 719-336-8025 Fax number: _____
Contact for clarifications: Mark Westhoff
Title: County Administrator
Phone number: 719-336-8025 Fax number: _____
Email address: ctyadmin@prowerscounty.net

IMPORTANT: The following information must be on the outside of the Application Packaging or referenced in the subject line if the application may be submitted electronically:

Solicitation Number 7591

Applicants are urged to read the solicitation document thoroughly before submitting an application.

*Applicants are required to submit Federal Employer Identification Number (F.E.I.N.) via a W-9 form prior to contracting with the State of Colorado. F.E.I.N. referenced above must match BIDS registration to be eligible to submit a response and must match the required W-9 for contracting and payment.

This page must be completed, signed (in ink) and returned with response

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Prowers County
1306 - Cleanup Application
Former SoS Building
June 24, 2024

Application Executive Summary

1. Name and description of your entity

Prowers County - local government

2. Ownership status and parcel id/legal description/gps location

Owned by the applicant, Prowers County. 38.08745573557598, -102.61691012149875
Parcel Number 0000021000

3. Brief summary of the project; how does it meet the goals of the Brownfields Cleanup Grant Program

Prowers County intends to abate existing ACM in the property, then safely demolish the existing unsafe structures, prep the lot, and construct a new Prowers County Administration Building with a new Boardroom for Commissioners' public meetings and offices for the Commissioners and Administration staff.

4. What is the public benefit/economic impact from the completion of this project; and

A new Administration building is desperately needed for Prowers County. The existing Boardroom is on the second floor of the Courthouse, which limits ADA accessibility to public meetings held there. Additionally, the County Clerk and Elections office uses the Boardroom as a secure space for election purposes multiple times per year, causing the Commissioners to meet in various conference rooms in other buildings. The Clerk and Elections office would greatly benefit from permanent usage of the current Boardroom, as well as the adjoining Administration offices, as election security requirements increase every year.

County commissioners have identified this site as an ideal location for development of community buildings, current buildings are unsafe and need demolished before development can occur, ACM needs to be abated before demolition can occur.

5. Benchmarks established to determine if the project is successful

Complete removal/abatement/disposal of all ACM in the property.

After abatement, the County will be responsible for demolition and redevelopment.

Summary of experience/qualifications

1. Provide your organization's mission and how it aligns with the proposed project;

Prowers County is a statutory County in the State of Colorado tasked with providing required public services to the residents of Prowers County.

Prowers County
1306 - Cleanup Application
Former SoS Building
June 24, 2024

2. Provide a brief overview of the qualifications of key staff, or plan for recruiting qualified staff

The County Administrator and Finance Director will act as project managers. Qualified contractors will be identified through an RFP and will be responsible for completion of the abatement work. We will also hire a third-party oversight consultant if required.

3. Describe any additional funding that will be leveraged to directly or indirectly to support the project.

For the Clean-up portion of the project, we are relying on 1306 CDPHE Brownfields Cleanup funding. We are planning to leverage potential DOLA EIAF, USDA Community Facilities, and CDBG Public Facilities grants along with local funding for the remaining aspects of the project. The attached Redevelopment Roadmap for the property identifies these and other potential funding sources.

Project description

The project description must address each section clearly and concisely. Please provide as much detail as possible.

1. Provide project goals

Project goals are to abate/remove/dispose of the existing ACM in the property, safely dispose of contaminated materials, demolish the unsafe structures once they are remediated, and then construct new public building(s) on the site.

2. The applicant shall provide a site description that includes latitude/longitude, parcel number, and property ownership information.

Property is owned by Prowers County. 38.08745573557598, -102.61691012149875
Parcel Number 000002100

3. Applicant shall include a description of the environmental issues at hand. This should include contaminant characterization with site related information.

Please see the attachments titled "Attachment 7 Phase 1 Assessment" and "Attachment 8 Asbestos Inspection Report" for detailed contaminant information.

4. Provide a description of the proposed remedy and how that will mitigate future or ongoing environmental exposures.

Abatement/removal/disposal of ACM is the only remedy possible, but it will fully mitigate any potential future exposures once completed.

5. Describe the benefit for the community or greater area population by undertaking this project.

Prowers County
1306 - Cleanup Application
Former SoS Building
June 24, 2024

This project will remove a blighted, toxic building from the community and replace it with a building that will be used to advance public interest and the common good. Additionally, the existing unsafe building does not conform to modern codes and setbacks which currently results in unsafe conditions for neighboring properties. Abatement of ACM and demolition of the existing building and construction of a new building according to current codes and regulations will create a safer environment for property neighbors.

6. Provide a rationale in support of the proposed project's economic benefit.

Removal of blighted properties is an economic development priority for Prowers County as well as the City of Lamar. Redevelopment of this site within the Lamar Renewal Authority boundaries will aid all other businesses within the LRA as well as attract new businesses to the downtown Lamar area.

7. Identify and discuss what federal, state, and/or industry standards by which your project will be measured.

To perform the remediation and abatement work, the chosen cleanup contractor will develop a cleanup plan that meets all Federal and State regulations, including disposal in an EPA-approved facility.

8. If applicable, describe and document the willingness and commitment of your organization and any additional organizations dedicated to this project.

Prowers County is fully committed to removal of toxic exposures like lead and asbestos from our community, as well as revitalization efforts throughout the County. The current Board of County Commissioners completed an asbestos inspection of the property in 2017, a phase 1 assessment in 2019, and identified this project as a County priority starting in 2021. They completed an RFP for remediation cost estimates in 2022.

Prowers County has partnered with the City of Lamar to leverage the City's existing EPA Brownfields Assessment grant to develop a Redevelopment Roadmap for this specific property and have participated in regional efforts to secure larger EPA funding for the same kind of projects. The Redevelopment Roadmap includes an analysis of zoning, abatement/demolition/development cost estimates, design considerations and concepts, and a conceptual site plan. The Roadmap is attached for your review and reference as "Attachment 6 Redevelopment Roadmap".

Work plan overview / work plan template

In this section, provide an overview that describes how the applicant will carry out the proposed project. Define the work to be completed including a description of all elements of the project. Briefly discuss how the project will be managed to ensure tasks are being completed on time and within the proposed budget.

Prowers County
1306 - Cleanup Application
Former SoS Building
June 24, 2024

Work plan overview: The County Administrator and Finance Director will act as project managers. A qualified contractor will be identified through an RFP and will be responsible for completion of the abatement work. The contractor will be provided with a copy of the Phase I Assessment and Asbestos Inspection Report to develop a cleanup plan in alignment with State and Federal regulations. This cleanup plan will be followed by the contractor during the abatement process and the project managers will ensure compliance. More detail is available in the Work Plan Table attachment.

Budget narrative

This section describes how costs were determined and how they relate to the project. The budget narrative should explain all expenditures for completion of the project. Indicate any other funding sources that will be used for this project and describe any plans to attract additional funding. If applicable, include a description of the financing approach that will be used (loans, other grants, etc.). Explain the contingency plan if additional funding is not secured. Indicate the method of selection used for the subcontractors and/or materials to be used for the project.

The budget for the proposed project is \$120,000 based on responses to our 2022 Abatement RFP plus a 20% contingency for additional costs, however this total does not include third-party oversight, if required. We have confirmed that both estimates we received from abatement contractors are still valid through the end of 2024. Those estimates totaled \$98,973.00 and \$89,454.00. If third-party oversight is needed for this project, we will put out an RFP and need to add those costs to the budget.

For the Clean-up portion of the project, we are relying on 1306 CDPHE Brownfields Cleanup funding. For other components of the project including demolition and redevelopment, we plan to leverage potential DOLA EIAF, USDA Community Facilities, and CDBG Public Facilities grants along with local funding. The attached Redevelopment Roadmap for the property identifies these and other potential funding sources. The contingency plan if additional funding is not secured is to create a multi-year capital improvement funding mechanism through the County's General Fund.

All contractors and subcontractors will be selected through an open and public RFP process, under existing County policies and procedures.

Prowers County
1306 - Cleanup Application
Former SoS Building
June 24, 2024

Appendix (additional documents)

Along with your application, the following documentation is required:

- Attachment 1: Request for Applications Cover Sheet & Signature Page
- Attachment 2: Pre-Awards Risk Assessment Questionnaire
- Attachment 4: Work Plan Table
- Attachment 5: Site Eligibility Determination Form

Appendix Other Reference Documents)

- Attachment 6: Redevelopment Roadmap
- Attachment 7: Phase 1 Assessment
- Attachment 8: Asbestos Inspection Report
- Attachment 9: Final Audit
- Attachment 10: Single Audit
- Attachment 11: Prowers County Financial Policy
- Attachment 12: Abatement Bid 1
- Attachment 13: Abatement Bid 2
- Attachment 14: 1976 Deed for Property
- Attachment 15: Letter of Support from City of Lamar



Financial Risk Assessment Questionnaire

(For use with subrecipients/recipients only)

ATTACHMENT 2

Important Information:

- *Local Public Health Agencies do not need to complete this form since their financial risk is determined by the Financial Risk Management System (FRMS).*
- *This form should be completed and reviewed by Agency staff with the most knowledge of the accounting system and fiscal internal control structure.*
- *Reference the Frequently Asked Questions document for questions or additional guidance for completing the Financial Risk Assessment Questionnaire.*
- *Note - Any questions that remain unanswered (including requested explanations that do not answer the questions asked) may be assessed the highest risk rating for that question leading to an overall increased financial risk rating.*

Name of Agency: Prowers County

Name and Title of person completing this form: Mark Westhoff, County Administrator

General Agency Information:

- 1) Provide the total annual operating budget for the agency. Gen Fund \$11,799,067
- 2) Provide the total number of grants received in the agency's current fiscal year. (State, Federal, Private Foundation) As of 6/1/2024: 27
- 3) How long has the agency been doing business? Est. 1889
- 4) How many total FTE are there in the agency? Approx 260
- 5) Has the agency had any significant changes in key personnel who work on CDPHE contracts or its accounting systems in the last year? (e.g. Controller, Executive Director, Accounting Manager, Program Manager, etc.) Yes Please explain the changes.

We have been transitioning to new accounting software and will likely continue that transition throughout 2024 and 2025. We also hired a new Finance Director in May, 2023.

- 6) When is the agency's fiscal year end? 12/24
- 7) Does the agency have employee fidelity bond/insurance coverage for all its employees? Yes
Powers County has Crime Coverage through CTSI-CAPP which can be used in lieu of surety bonds.
1M in Crime Coverage (this includes employee dishonesty and fraud) and 11M in Public Officials Liability (E&O).

Programmatic Performance:

- 8) Not including the contract you are seeking, please provide the total dollar amount of "CDPHE only" contracts that the agency is currently receiving. \$0
- 9) Has the agency administered programs in the past similar to its current proposal? No
If so, please list the programs the agency administered.
- 10) Has the agency previously met all deliverables of its contracts on time and as described in its statement of work? Yes
If no, please explain why the agency was unable to meet the deliverable(s).
The County has met all contract deliverables on time for other contracts, but we have never had a Brownfield contract or grant with CDPHE in the past.
- 11) Is the agency serving as a fiscal agent for another agency that will complete the actual work on the contract? No
- 12) Is the agency planning to sub-award any portion of this contract to complete the deliverables?
No If so, please provide the anticipated percentage.

Fiscal Performance:

- 13) How many total FTE perform accounting functions within the agency? 2
- 14) Does the agency receive an annual financial statement audit? Yes
If yes, provide a link or electronic copy of your most recent audit report.
Attached as Attachment 9
- 15) Does the agency receive an audit under the Single Audit Act/Uniform Administrative Requirements, 2 CFR 200, subpart F (Government Auditing Standards) Yes
If yes, provide a link or electronic copy of your most recent audit report.
Attached as Attachment 10
- 16) Are agency accounting records kept in accordance with Generally Accepted Accounting Principles (GAAP)? Yes (Refer to the FAQ for more information on GAAP.)
- 17) Does the agency accounting system allow separation of all assets, liabilities, revenue, and expenditures by funding source? Yes

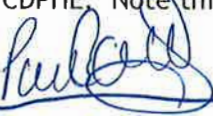
- 18) Are accounting records supported by source documentation (such as receipt, invoices, timesheets, other)? Yes
- 19) Please explain how you allocate your common costs (e.g., phone, rent, utilities).
Allocated by department
- 20) Please explain the agency's procedures for reviewing all expenditures to ensure that all costs are reasonable, allowable, and allocated correctly to each funding source.
Yearly budgeting process and audit, as required by Colorado Revised Statutes
- 21) Does the agency have documented procedures in place to ensure that the accounting records are free from errors? Yes ***If yes, provide an electronic copy of the agency's documented procedures.*** "Attachment 11 Prowers County Financial Policy" Section 5
If you have documented procedures, have they been updated to reflect working in the pandemic? No
- 22) This contract will be a cost reimbursement basis. Does the agency have an adequate cash flow that will enable it to manage finances between the time costs are incurred and reimbursed?
Yes Please explain how the agency intends to cover costs prior to requesting the reimbursement. As a reminder it can take up to 45 days to receive reimbursement from CDPHE once an invoice has been reviewed and accepted.
Prowers County has budgeted and appropriated funds to cover the costs and sufficient reserves should reimbursement be delayed.
- 23) Does the agency have a time and effort reporting system in place to account for 100% of each employees' actual time spent on each project? No Please explain how the agency documents actual hours worked for each employee, by funding source.

We do not typically track employee time spent on projects, but we have the capability to do so if needed.
- 24) Does the agency have an active oversight committee/board and is the committee/board provided financial reports and information on a regular basis? Yes If yes, please indicate the frequency of the meetings. Monthly

25) Use this space for any additional information (indicate section and item numbers if a continuation)

**** Retain this completed form in your records for any additional funding applications within a twelve month period. Any changes will require a new form to be submitted****

Provide the name and title of the agency representative reviewing these responses prior to submission to CDPHE. Note this must be a different individual than the person completing the form.



Paula Gonzales, Finance Director
Agency Reviewer Name and Title (required)

6/18/2024
Date

Agency Preparer Please sign and date below:



Mark Westhoff County Administrator
Agency Preparer Signature and Title (required)

6/18/2024
Date

**Performance-Based Work Plan Table for SOW
Services or Services with Goods**

Goal #1: Ensure subject property is clean of all toxic materials to prepare for demolition and redevelopment into public space.		
Objective #1: Remediate and abate all asbestos-containing materials from the subject property.		
Primary Activity #1 <i>(Needed to meet the project goal/objective)</i>	Removal and proper disposal of ACM on interior of building	
Sub-Activities #1 <i>(Needed to complete the Primary Activity)</i>	Remove and dispose of approx 4500 sq ft of ACM surface materials on walls Remove and dispose of approx 3000 sq ft of ACM vinyl tiles and mastic on flooring. Remove and dispose of approx 125 linear ft of ACM cover base Remove and dispose of approx 141 sq ft of ACM around boiler	
Primary Activity #2 <i>(Needed to meet the project goal/objective)</i>	Removal and proper disposal of ACM on exterior of building	
Sub-Activities #2 <i>(Needed to complete the Primary Activity)</i>	Remove and dispose of approx 15 sq ft of ACM transite siding	
Standards and Requirements <i>(These establish quality and ensure the activity will provide the expected results)</i>	1. If incorporating electronic documents or content residing on an internet website, include the following provision. If not, delete it and these instructions 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.	
Expected Results of Activity(s) <i>(Meets the project goal/objective)</i>	All ACM properly abated and removed from existing structure, ensuring that the building is ready for demolition and site redevelopment.	
Measurement of Expected Results <i>(What will be measured to ensure the expected results are achieved)</i>	Testing confirms no remaining ACM on or in structure	
		Completion Date <i>(When is the deliverable due)</i>
Deliverables <i>(Typically tangible objects produced as a result of the activity- evidence of progress and compliance with standards and requirements)</i>	<u>All ACM is properly abated, removed, and disposed of to prepare for demolition of the structures.</u>	<u>Before 12/31/2024 if possible, depending on status of CDPHE 1306 grant funds.</u>

EPA Region 8 Brownfields Program Site Eligibility Determination Outline



To be used for determining site eligibility under
Community-Wide Assessment Grants & 128(a) Grant site-specific work

Today's Date: 6/24/24

Start date of Proposed Work: 9/1/24

A. GENERAL INFORMATION

1. Grantee Name: Prowers County

2. Grant Number: 1306

3. Grant Type:

☐ 104(k) Assessment

☐ 128(a) State & Tribal Response

4. Work to be conducted (please check all that apply):

☐ Phase 1 Assessment

☐ Phase 2 Assessment

☐ Cleanup Planning

☒ Cleanup Activities

5. Anticipated funding amount total: \$ 120,000.00

5a. ANSWER ONLY FOR GRANTS AWARDED PRIOR TO DECEMBER 30, 2019:

Anticipated funding amount, if both hazardous substance and petroleum funding will be used:

Hazardous Substances amount:

Petroleum amount:

B. SITE INFORMATION

1. Property Name: Former SoS Building

2. Property Address (Street, City, State, Zip): 207 E Elm Street, Lamar, CO 81052

3. Current Owner: **Prowers County**

4. Date property was acquired, or date of planned acquisition:

5. Does grantee have access or an access agreement for this property?

☒ YES

☐ NO

6. Known or suspected contaminant(s)**:

☒ Hazardous substances (including mine scarred lands and controlled substances)

☐ Hazardous substances commingled with petroleum

☐ Petroleum is the dominant contaminant

☐ Hazardous substances are the dominant contaminants

☐ Petroleum

****** *If suspected petroleum contamination is from a state-regulated source, an eligibility letter from the state will be required. If property is on tribal land, EPA must make the determination.*

7. Known or suspected contaminants:

Asbestos Containing Material

8. Identify when and how the site became contaminated and describe previous known uses.

The site became contaminated during initial construction and subsequent renovation work since initial construction. The asbestos containing material was used throughout construction and renovation, as was common during the time period. The County stopped using the building for regular activities around 2008, and since that time the asbestos containing material in some areas has fallen apart due to lack of regular maintenance and repair.

9. Provide detail on the planned expansion, redevelopment or reuse of the property.

The Board of County Commissioners wishes to totally demolish the two adjoined buildings on the site as they are in a dilapidated and unusable state. The Board intends to build a new County Administration building on the site to house Administration Offices and a larger Commissioner Board Room for public meetings than is currently available. This will also enable the County Clerk to utilize the current Board Room space in the County Courthouse for elections activities.

10. How has the reuse of the site been inhibited by presence or potential presence of contamination?

The site is currently unusable due to the dilapidated state of the building and we cannot demolish the building due to the presence of asbestos-containing materials, which must first be remediated.

11. Does the property have potential historic or cultural significance? The National Historic Preservation Act defines a historic property as "any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria."

☐ YES

☒ NO

9.a. If there is a structure on the property, what year was it built?

9.b. Is there any known historical cultural significance associated with the property?

C. SITES NOT ELIGIBLE FOR FUNDING BY STATUTE

If the answer is Yes to any of the questions below (C1-3) the site is not eligible.

1. Is the property listed (or proposed for listing) on the National Priorities List?

☐ YES

☒ NO

2. Is the property subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund)?

☐ YES

☒ NO

3. Is the property subject to the jurisdiction, custody, or control of the US government?

☐ YES

☐ YES (property held in trust by the US government for an Indian tribe is eligible)

☒ NO

D. SITES ONLY ELIGIBLE FOR FUNDING WITH A PROPERTY SPECIFIC DETERMINATION BY EPA:

If the answer is Yes to any of the below questions (D1-6), then a property specific determination is required. The grantee will need to submit additional information, which can be found in Appendix A to this document.

1. Is the site/facility subject to a planned or ongoing CERCLA removal action?

☐ YES

☒ NO

2. Has the site/facility been the subject of a unilateral administrative order, court order, an administrative order on consent or judicial consent decree that has been issued to or entered into by the parties, or been issued a permit by the U.S. or an authorized state under the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act (RCRA)), the Federal Water Pollution Control Act (FWPCA), the Toxic Substances Control Act (TSCA), or the Safe Drinking Water Act (SDWA)?

☐ YES

☒ NO

3. Is the site/facility subject to corrective action orders under RCRA (sections 3004(u) or 3008(h)) and has there been a corrective action permit or order issued or modified to require corrective measures?

☐ YES

☒ NO

4. Is the site/facility a land disposal unit that has submitted a RCRA closure notification under subtitle C of RCRA and is subject to closure requirements specified in a closure plan or permit?

☐ YES

☒ NO

5. Has the site/facility had a release of polychlorinated biphenyls (PCBs) that is subject to remediation under TSCA?

☐ YES

☒ NO

6. Has the site/facility received funding for remediation from the Leaking Underground Storage Tank (LUST) Trust Fund?

☐ YES

☒ NO

E. HAZARDOUS SUBSTANCE and/or HAZARDOUS SUBSTANCE PREDOMINANT



For petroleum only or petroleum predominant sites:
Skip to Section F.

1. Does the grantee own the site?

☒ YES if YES, answer question E.2, a-k

☐ NO if NO, skip to question E.3

2. Answer the following if the grantee is the current site owner:

a. Is the owner a ☒ Unit of State or Local Government or ☐ Other

b. If the owner is a governmental unit, how was the property acquired?

☐ Tax Foreclosure

☐ Donation

☐ Eminent Domain

☒ Bought it outright

☐ Other (Explain):

Date acquired:

c. Did the owner conduct All Appropriate Inquiry (AAI) prior to acquiring property?

For more information about All Appropriate Inquiry (AAI), see:

<https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries>

☐ YES

☒ NO (County owned the property prior to 2005) County purchased property in 1976. See attached Deed.

d. Date of AAI:

e. If eligibility request is for cleanup activities, date of phase II environmental site assessment, or equivalent:

f. Detail the reasonable steps the owner has taken with regards to the contamination at the site:

Completed Phase I site assessment and asbestos inspection reports.
The building is currently locked to the public to prevent exposure.

g. Does the owner have a defense to CERCLA liability?**

☐ YES – Bona Fide Prospective Purchaser (BFPP)

☐ YES – Contiguous Property Owner

☒ YES – Innocent Landowner

☐ YES – Indian Tribe

☐ YES – Government entity that acquired property before January 11, 2002 and did not cause or contribute to the release or threat of release of a hazardous substance at the property.

☐ NO

** see <https://www.epa.gov/enforcement/common-elements-guidance>

h. Is the owner liable at the site as an ☐ Operator, ☐ Arranger, or ☐ Transporter

OR ☒ None Applicable

i. Did all disposal of hazardous substances at the site occur before the owner acquired the property?

☐ YES

☒ NO

j. Have there been any known releases?

☐ YES

☒ NO

k. Did the owner cause or contribute to any release of hazardous substances at the site?

☐ YES

☒ NO

3. Answer the following if the grantee is **not the site owner**.

a. Is the grantee liable at the site as an ☐ Operator, ☐ Arranger, or ☐ Transporter

OR ☐ None Applicable

F. PETROLEUM ONLY and/or PETROLEUM PREDOMINANT COMINGLED CONTAMINATION SITES

»»» If petroleum is not the predominant contaminant on the site:
Skip this section and proceed to Section G.

1. Petroleum sites need a written site eligibility determination by the state or EPA. If the state has made the petroleum eligibility determination, the grantee must provide EPA with the letter from the state.

2. If the state was unable to make the determination or the site is located on tribal land, EPA must make the determination consistent with the Guidelines (note that EPA staff will need to refer to Appendices of the most recent ARC (Assessment, Revolving Loan Fund, Cleanup) grant guidelines to conduct the petroleum determination). The grantee must provide information regarding the following:

a. Whether there is a viable responsible party at the site. Key questions for this determination follow:

1. Was the site last acquired through tax foreclosure, abandonment or equivalent government proceedings?

☐ YES

☐ NO

2. Has a responsible party been identified through:

a) a judgment rendered in a court of law or an administrative order that would require any party to assess, investigate, or cleanup the site;

☐ YES

☐ NO or

b) a filed enforcement action brought by federal or state authorities that would require any party to assess, investigate, or cleanup the site;

☐ YES

☐ NO or

c) a citizen suit, contribution action or other 3rd party claim against the current or immediate past owner, that would, if successful, require that party to assess, investigate, or clean up the site.

☐ YES

☐ NO

»»» Skip to Question b.5 if the site was acquired through tax foreclosure, abandonment, or equivalent government proceedings. If not, answer Question b.3 and b.4.

3. The current owner is:

Has the current owner:

a) dispensed or disposed of petroleum or petroleum product at the site?

☐ YES

☐ NO

b) dispensed or disposed of or owned the property during the dispensing or disposal of petroleum or petroleum product at the site?

☐ YES

☐ NO

c) exacerbated the contamination at the site?

☐ YES

☐ NO

d) taken reasonable steps with regard to contamination at the site,

☐ YES

☐ NO

4. The immediate past owner is:

Has the immediate past owner:

a) dispensed or disposed of or owned the property during the dispensing or disposal of petroleum or petroleum product at the site?

☐ YES

☐ NO

b) exacerbated the contamination at the site?

☐ YES

☐ NO

c) taken reasonable steps with regard to contamination at the site,

☐ YES

☐ NO

5. Based on the above, for purposes of Brownfields funding, is there a responsible party?

☐ YES If "YES" go on to #6,

☐ NO if "NO" proceed directly to F.2.C.

6. If there is a responsible party, is that party viable (has adequate financial resources to pay for assessment of the site).

☐ YES

☐ NO

If "NO", explain the basis for that conclusion:

If there is a viable responsible party, the petroleum site is ineligible. If there is no responsible party, or if there is a responsible party who is not viable, continue. NOTE: States may apply their own laws and regulations to make the petroleum site determination instead of the previous questions; if they do so, the grantee must submit their determination and rationale.

c. Whether the grantee is potentially liable for cleaning up the site. Key questions for this determination follow:

1. Has the grantee ever:

a) dispensed or disposed of petroleum or petroleum product at the site?

☐ YES

☐ NO

b) exacerbated the contamination at the site?

☐ YES

☐ NO

d. Is the site subject to any order issued under Sec. 9003(h) of the Solid Waste Disposal Act?

☐ YES

☐ NO

END OF FORM FOR GRANTEEES

SECTION G WILL BE COMPLETED BY THE EPA PROJECT OFFICER

G. SITE ELIGIBILITY DETERMINATION BY EPA PROJECT OFFICER

Please Note: The Project Officer should consult with LEP (Amelia Piggott, Max Greenblum and Kayleen Castelli) before determining eligibility.

Site

☐ is

☐ is not eligible for site assessment activities using EPA Brownfields Funds

Site

☐ is

☐ is not eligible for cleanup activities using EPA Brownfields Funds

-- OR --

☐

Site is eligible but requires an EPA Property-Specific Determination, for which additional information was provided.

EPA Project Officer Signature

Date

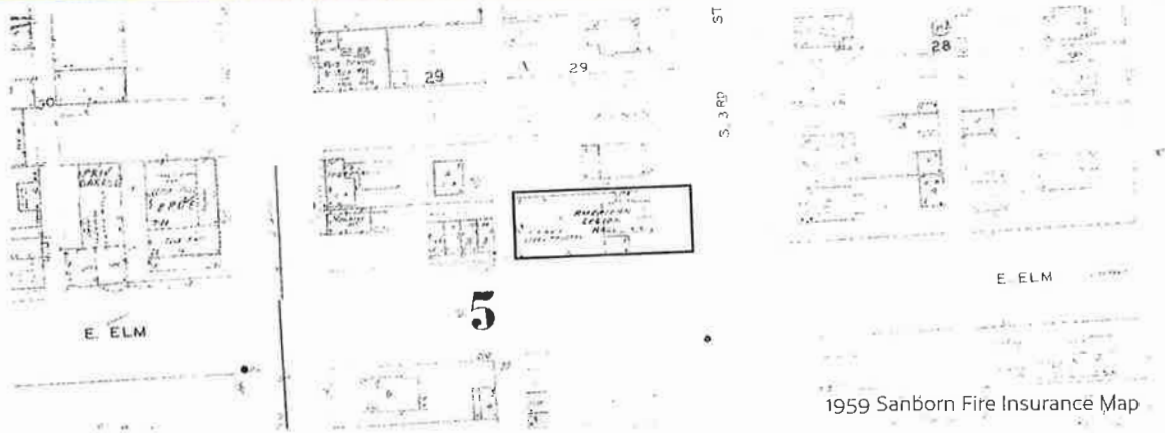
Once the signature is applied, the document is automatically saved and it cannot be renamed or copied without stripping off the signature having to re-sign it. Please save the document with the desired name and location before applying the signature to avoid problems.

APPENDIX A: [IF REQUIRED] INFORMATION TO SUPPORT PROPERTY SPECIFIC DETERMINATION by EPA

Grantee must explain why Brownfields financial assistance is needed and how it will protect human health and the environment and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways undeveloped property, other recreational property, or other property used for nonprofit purposes.

207 E. Elm Street

Redevelopment Assessment

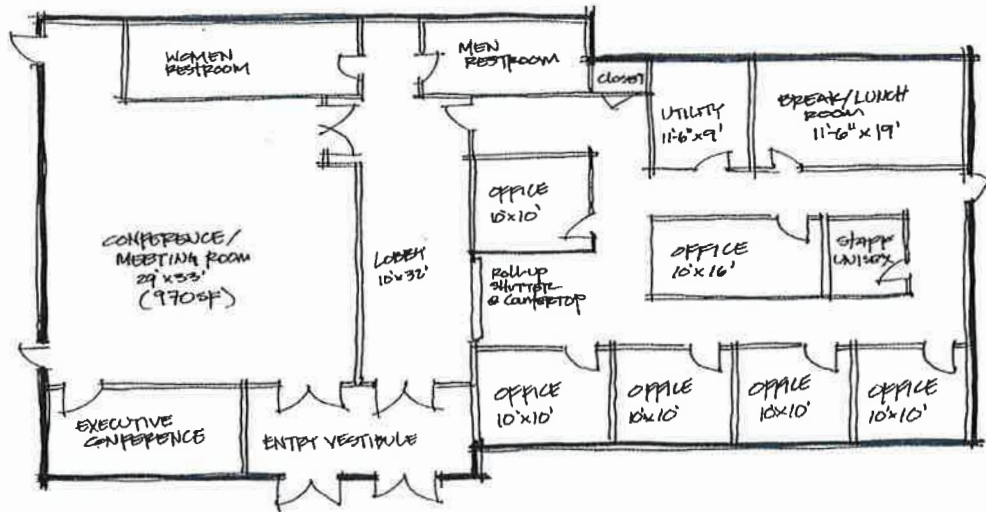


Located in the downtown core, the former American Legion property is positioned for redevelopment into a successful project that will provide local services and enhance Lamar. The subject property is a single parcel with two connected buildings. The buildings at 207 E. Elm Street and 210 S. 3rd Street in Lamar, Colorado, have been owned by Prowers County since 1976. They are vacant and in poor condition, and Prowers County is exploring the option of redeveloping the site for use as new County offices. This reports outlines a vision for the site and redevelopment considerations.

The property measures approximately 0.2 acres, occupied by an approximate 5,000 square foot brick building constructed in 1946 for the American Legion and an attached residence, constructed between 1900 and 1906, that was later used as a funeral home. The property was used as a senior center and transit center after the American Legion vacated the building.

Although on the same parcel, the residence has a separate address, listed as 210 S. 3rd Street. Originally constructed separately, these structures were later incorporated together. The subject property is bounded by S. 3rd Street to the east, E. Elm Street to the south, commercial properties to the west and residential to the north.





① CONCEPT FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROWERS COUNTY ANNEX BLDG

DATE: 6.10.24

BUILDING PROGRAM

Analysis

The County has requested the following building elements be included in the site concept:

- A board room with space for 30 people
- Space for private executive sessions
- A lobby
- Six offices
- A second conference room
- Bathrooms
- A break room
- Storage

Elections, formal document storage, and other functions undertaken by the County will be located off site at the Courthouse and County Annex buildings.

Above is a conceptual floor plan for the new building (also included in Appendix 1).

Design Considerations

The subject property is developed with a single-story commercial building and attached two-story residence, of masonry construction. The structure includes a full basement. An unnamed alley adjoins the parcel to the west. The building has been slated for demolition since 2022. In a new structure, Prowers County is interested in:

- An inviting entryway
- A pitched roof
- Double-door entry off of Elm Street
- First floor accessibility
- A secure front office for County staff
- Landscaping
- Natural and salvaged materials
- Renewable energy and sustainability components

A conceptual exterior sketch is included on page 6 of this report, and in Appendix 1.



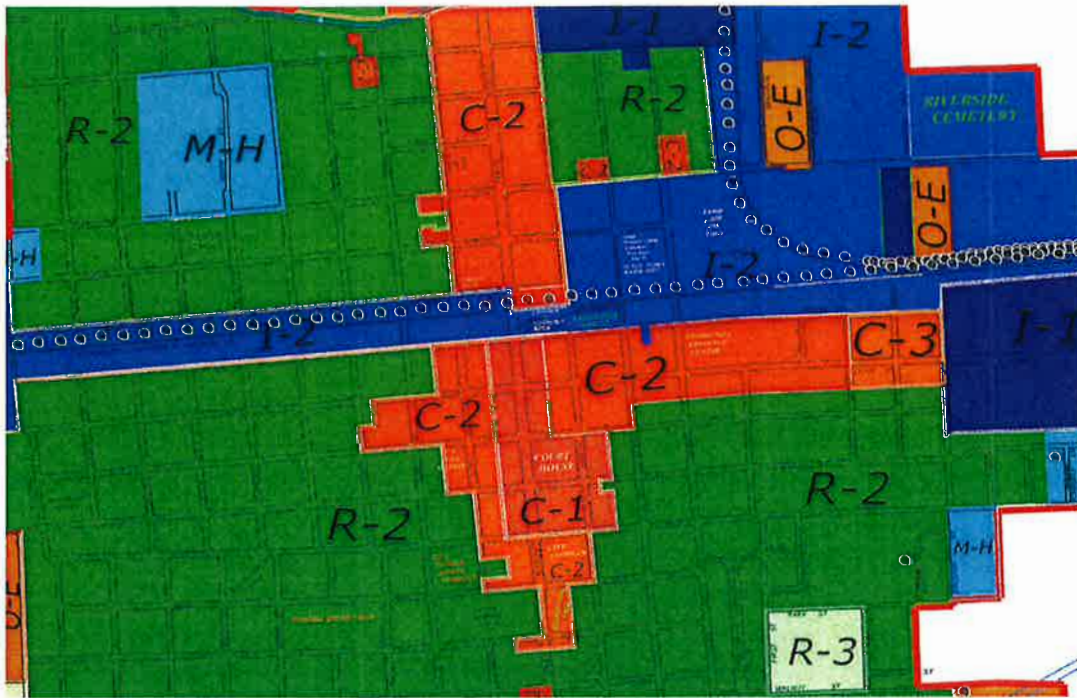
ENVIRONMENTAL ANALYSIS

Environmental due diligence is a critical process that includes pre-demolition inspections for asbestos and Phase I Environmental Site Assessments (ESAs). Early identification of environmental issues can lead to more precise demolition bids, potentially reducing costs by attracting specialized bidders. These inspections also play a vital role in managing environmental responsibilities associated with demolition, thereby preventing the spread of hazardous materials or contamination.

The Phase I ESA is designed to evaluate environmental conditions on and around a property. Its goal is to identify Recognized Environmental Conditions (RECs), which are defined as the presence or potential presence of any hazardous substances or petroleum products that have been released into the environment or conditions that pose a material threat of a future release. This assessment involves site reconnaissance, a review of historical records, and interviews, providing valuable information for potential developers. Fortunately, no RECs have been identified at this site, according to a Phase I ESA completed by Ayres Associates as part of the City of Lamar's previous USEPA Community-wide Brownfield Assessment Grant.

Pre-demolition asbestos inspections are mandated by the CDPHE and U.S. EPA. Their purpose is to ensure that asbestos-containing materials (ACMs) are properly removed and disposed of before demolition or remodeling takes place, thereby preventing worker exposure to asbestos and protecting public health and safety. The asbestos inspection completed by All-Phase Environmental Consultants, Inc. in 2017 revealed several ACM (items containing more than 1% asbestos) and OSHA Regulated (items containing less than 1% asbestos) materials in good condition, some friable and some non-friable. These included the "popcorn" ceiling material and the Heavy Swirl texture material in the basement, the cove base mastic, the light surfacing drywall texture (most of which has been recently removed), the Light Textured Plaster, and the External Stucco.

Based on the available environmental due diligence data and the County's preference to demolish existing structures, the County estimates the combined cost for the removal of asbestos and demolition will be around \$200,000. Additional environmental assessment or investigation is not recommended at this time, based on available data.



ZONING AND LAND USE

Zoning Information

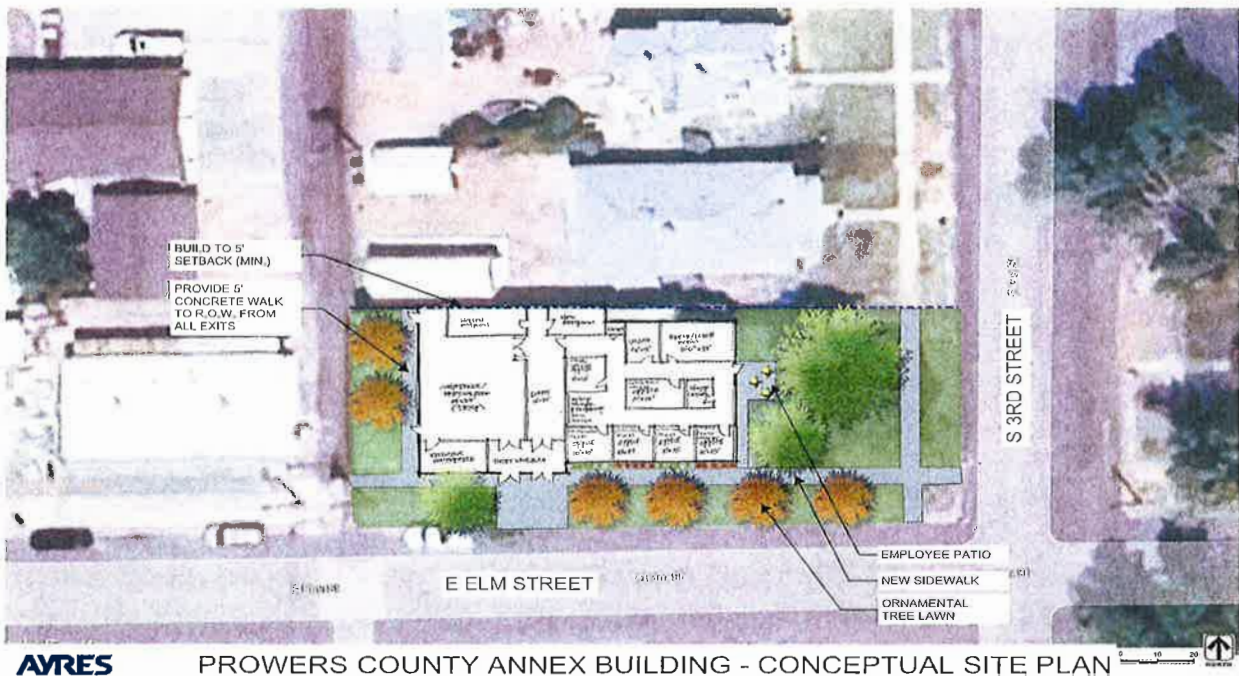
The property at 207 E. Elm Street is zoned C2, which permits government buildings. The area is primarily commercial, with two residences located across 3rd Street. The County is intending to tear down and construct a new building, which will be utilized for government purposes.

The proposed new County government building will be approximately 4,100 square feet. Lot standards, including setbacks and height, are listed below. Local parking standards require two spaces per 500 square feet of ground floor space. This requirement translates to approximately 16 spaces dedicated for the new 4,100 square feet building. However, additional parking will be needed for community meetings. While the site is too small to accommodate on-site parking, a county lot is conveniently located across the street. Since the lot is owned by the County, the spaces available in the lot would fulfill the parking requirements and provide for the additional spaces for community meetings. The proposed building meets all zoning standards.

Lot Standards

- Minimum Front Setback: 15 feet
- Minimum Rear Setback: 15 feet
- Minimum Side Setback: 10 feet
- Maximum Building Height: 45 feet





REDEVELOPMENT COSTS

Analysis 1: The conceptual site plan shown above (and in Appendix 1) incorporates all the desired elements necessary for County operations. The building depicted is approximately 4,100 square feet. It is important to note that this is a conceptual design and does not account for final material choices, which will affect redevelopment costs. The initial step is to clear the site before new construction can begin.

For broad budgeting purposes, the following "Napkin Analysis" numbers may be used:

- Asbestos Removal and Demolition: \$200,000 (County estimate)
- Single-Story Office Building Shell: \$615,000 (approximately \$150/sf)*
- Buildout: \$300,000
- Pre-engineering and Site Development: \$30,000 (based on previous and current projects)
- Engineering, Standard Entitlements, Permitting, Earthwork, and Initial Landscaping: \$30,000 - \$90,000 (standard conservative range of 5-15%)
 - o Undefined Variable: Post-demolition costs are variable and may include constraints such as basement removal and fill/soil needed post-demolition.
- Architectural Design Fees: \$100,000 (generally ranging from 8-20% of construction costs, potentially higher due to the relatively small project size)
- Contingency: \$200,000

Based on the assumptions and estimates above, the estimated project total is \$1,495,000 - \$1,535,000.

Analysis 2: For additional comparison, it is standard to take the final building cost, which includes basic furniture, fixtures, and equipment (FFE) and other basic improvements, and multiply it by the square footage. Based on previous and current projects, the current cost per square foot is approximately \$350 - \$400/sf for total construction. Utilizing this cost estimation technique, the estimated total with a 10-15% contingency (rounded) would be around \$1,600,000 - \$1,900,000 for the proposed project.

Recommendation: The County should budget approximately \$1.8 million for the project, contingent on the final design.



② CONCEPT ELEVATION
SCALE 1/8" = 1'-0"

PROWERS COUNTY ANNEX BUILDING
57024 HYPER

FUNDING SOURCES

The County is in the process of developing an application for a **Colorado Department of Health & Environment (CDPHE) 1306 Brownfield Cleanup Grant** to assist with funding hazardous building materials and demolition at the project site. Depending on the results of the 1306 Application and programmatic requirements, a future option for ACM abatement and demolition is the **HB24-1457 Asbestos & Lead Paint Abatement Grant Program**, passed in May by the State Legislature. CDPHE created a program that will award grants up to \$200,000, beginning July 1, 2025, to local governments in rural areas to offset costs associated with the abatement of asbestos and lead paint in housing, commercial buildings, and other development projects.

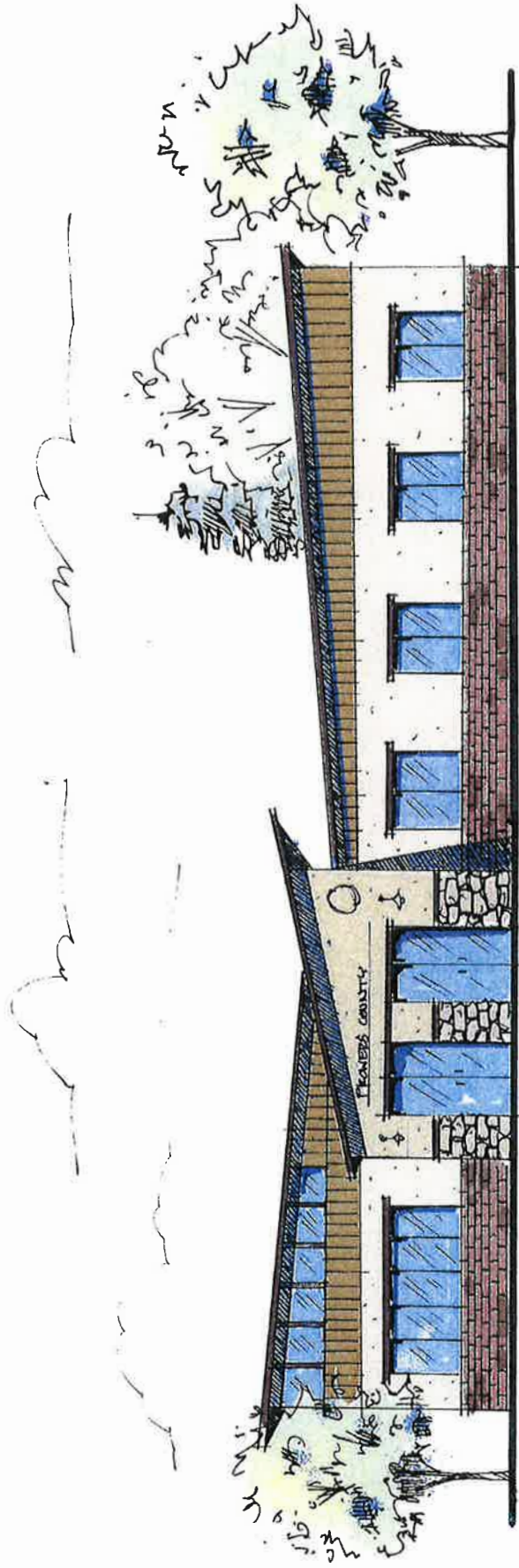
Community Development Block Grant (CDBG) Public Facilities (PF) program is also a feasible option to offset the County's out-of-pocket costs for this project. The Division of Local Government (DLG) oversees PF. Eligible uses of funds include acquisition, design/engineering, construction, reconstruction, rehabilitation or installation of public improvements or public facilities, aligned with the redevelopment of the former American Legion property. This program is particularly aligned with the project, as it benefits both low to moderate income (LMI) persons and assists in elimination of blight: The County-wide LMI score (per HUD) is 56.4%; the Census Tract (2) in which this property lies has an LMI score of 67.8%; and this project eliminates blight through the remediation and revitalization of a local brownfield. The application period for 2024 has closed, but this could be pursued in 2025.

The **Energy/Mineral Impact Assistance Fund Grant (EIAF)**, which is focused on communities socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels, may also be a viable funding opportunity. Tier II grants (\$200,001 to \$1,000,000) in this program can be used for the planning, construction, and maintenance of public service facilities. The grant requires a 1:1 match. The application period for 2024 has closed, but this could be pursued in 2025.

American Rescue Plan Act (ARPA) funding through Prowers County and the City of Lamar should also be explored. If allocated local dollars have not been earmarked for other projects or initiatives, they could directly support this redevelopment project.

The **Lamar Redevelopment Authority (LRA)** provides financing for projects that further revitalization, affordable development, and public amenity investment, and remediate blight, that would otherwise not be feasible. As the proposed project site is within the LRA Urban Renewal Boundary, it may be eligible for financial support. It is recommended Prowers County discuss available funding with LRA.

APPENDIX 1: BUILDING CONCEPT

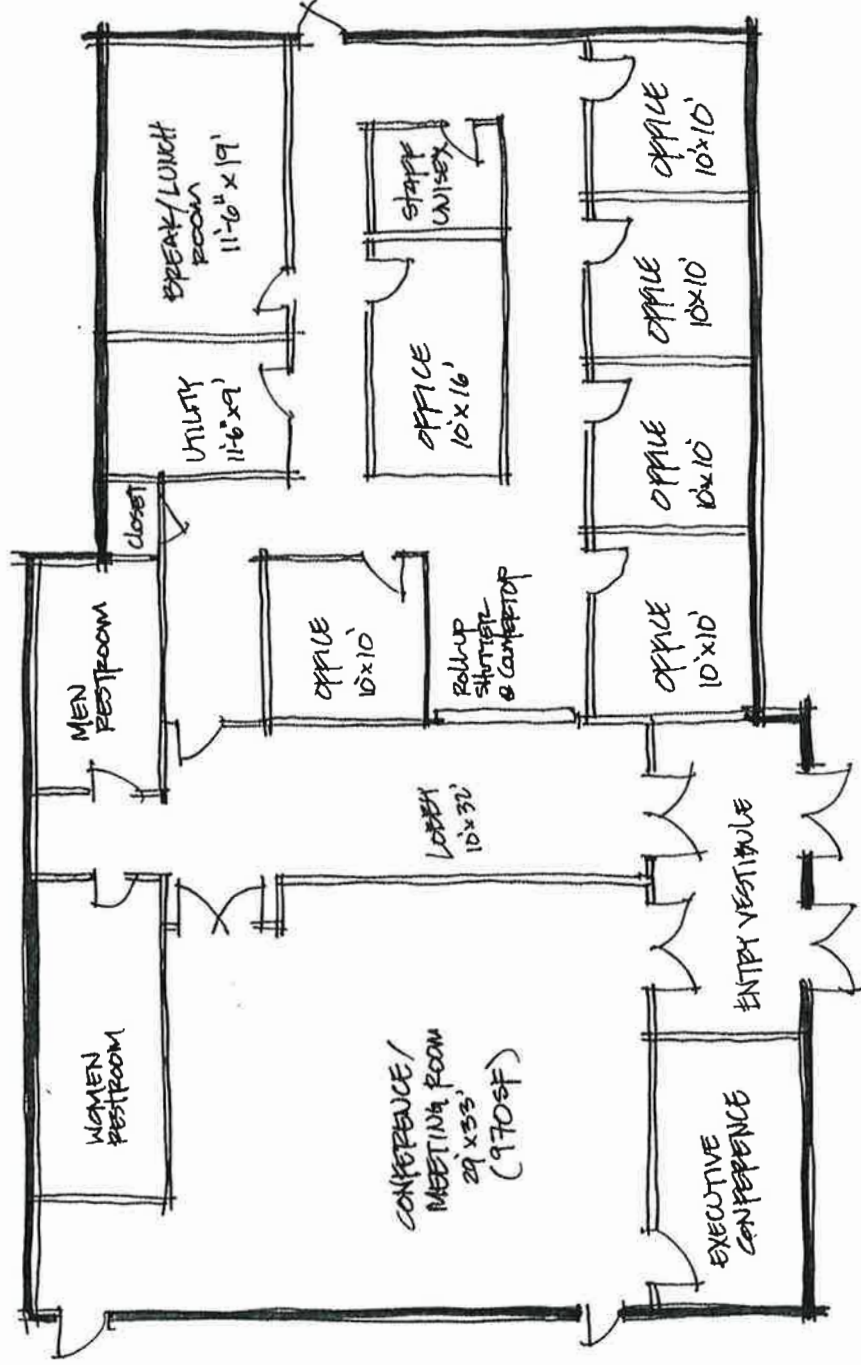


② CONCEPT ELEVATION

SCALE $\frac{1}{8}" = 1'-0"$

PROWERS COUNTY ANNEX BUILDING
5.30.24 KYP

APPENDIX 1 (cont'd): FLOOR PLAN CONCEPT



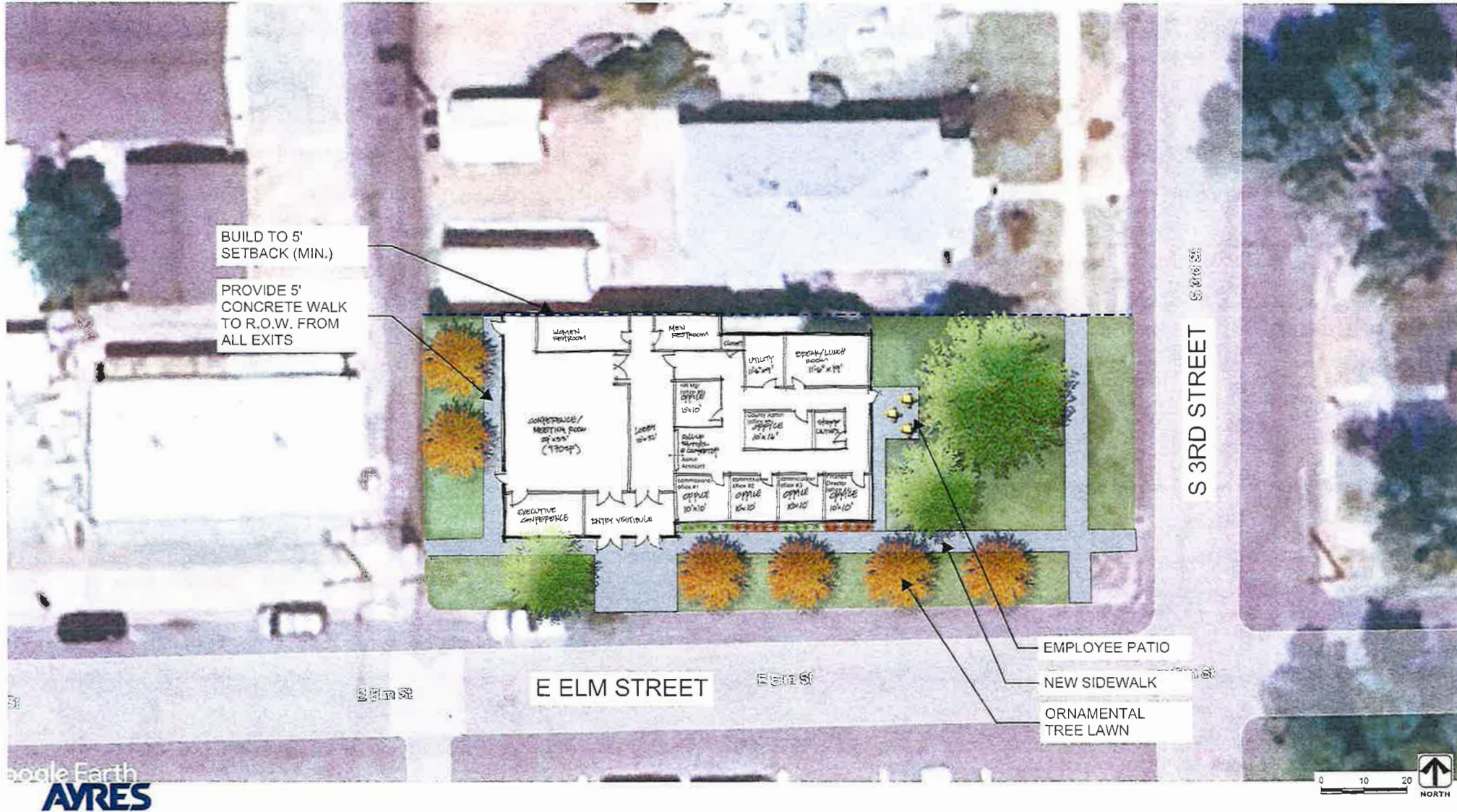
1 CONCEPT FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROMERIS COUNTY ANNEX BLDG

ATLAS 5.10.24

APPENDIX 1 (cont'd): CONCEPTUAL SITE PLAN



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/18/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Snapshot Audit Agreement between Prowers County and SpyGlass Group LLC for SpyGlass to complete a telecommunications audit for Prowers County at no charge unless Prowers County elects to implement audit recommendations, and authorizing Chairman Ron Cook to execute the document electronically.

Justification or Background:

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

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

Approved by the County Attorney on: 6/14/2024

Additional Approvals (if required):

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

THANK YOU!

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Prowers County** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Colorado, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

Prowers County

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

DocuSigned by:

Signature: Edward M. DeAngelo

07832E2968A04E2
Print Name: Edward M. DeAngelo

Date: 6/17/2024

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 06/24/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 06/18/2024

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Colorado Local Government Opioid Participation Form to participate in settlement agreement by the Colorado Attorney General and releasing opioid-related legal claims against Kroger and authorizing BOCC Chair Ron Cook to execute the document electronically.

Justification or Background:

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

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

Approved by the County Attorney on: 6/18/2024

Additional Approvals (if required):

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

THANK YOU!

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Prowers County, CO
Reference Number: CL-790029

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with The Kroger Co. ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Region, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local](https://coag.gov/opioids/dashboard/local).

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed Instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Prowers County	State: CO
Authorized Signatory: <u>Ron Cook</u>	
Address 1: <u>301 S. Main Street</u>	
Address 2: <u>Suite 215</u>	
City, State, Zip: <u>Lamar, CO, 81052</u>	
Phone: <u>719-688-2681</u>	
Email: <u>rcook@prowerscounty.net</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("Kroger Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6-24-2024

Submitter: County Attorney, Rose Pugliese

Submitted to the County Administration Office on: 6-13-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying approval by the Prowers County Board of Commissioners/1041 Permitting Authority on June 11, 2024 of a request by GP Irrigated Farms, LLC and S-D Investments, LLC to amend the Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest - Dry-up of certain farms under the Lamar Canal, Granada Irrigation Company Ditch (a/k/a Granada Lateral), and X-Y Canal, as a matter of state interest.

Justification or Background:

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 1041 PERMIT – FIRST AMENDMENT

**FIRST AMENDMENT TO THE 1041 PERMIT ISSUED TO GP
IRRIGATED FARMS, LLC (“GP”); S-D INVESTMENTS, LLC (“S-D”)
AND LOWER ARKANSAS WATER MANAGEMENT ASSOCIATION
(“LAWMA”) ON DECEMBER 15, 2022 (“1041 PERMIT”)**

Paragraph B.1 of the 1041 Permit is amended as follows:

B. Amended Conditions Applicable to the Permit. This Permit is issued with the following mandatory conditions:

1. Unless the term is extended by the Board of County Commissioners: (i) GP and S-D shall have ten (10) years from the date of the effective date of this 1041 Permit to convert the subject dry-up lands that are located on the Higbee West Farm, DJC-Koehn Farm, Grasmick Lamar Farm, Gass Farm, Grasmick Granada Farm, and Grasmick XY Farm (the “GP/S-D Dry-Up Lands”) to dry-land farming, revegetation, or a non-agricultural use at GP’s and S-D’s cost, and to obtain a Certificate of Completion for each field of the GP/S-D Dry-Up Lands; and (ii) LAWMA shall have ten (10) years from the date of the effective date of this 1041 Permit to convert the subject dry-up lands that are located on the McMillan Farm (the “LAWMA Dry-Up Lands”) to dry-land farming, revegetation, or a non-agricultural use at LAWMA’s cost, and to obtain a Certificate of Completion for each field of the LAWMA Dry-Up Lands. Consistent with the reclamation terms and conditions of the 15CW3067 Decree, the conversion of the GP/S-D Dry-Up Lands and the LAWMA Dry-Up Lands to dry-land farming, revegetation, or a non-agricultural use shall be done in the manner described in **Exhibit 1**. The general locations of the GP/S-D Dry-Up Lands are shown on the map attached as **Exhibit 2**, ~~less the removed corner acres as listed in the chart attached as Exhibit 2(a) and as shown on the map of removed corner acres attached as Exhibit 2(b).~~ The general location of the LAWMA Dry-Up lands is shown on the map attached as **Exhibit 3**. The GP/SD Dry-Up Lands, as amended by this First Amendment, and the LAWMA Dry-Up Lands are referred to collectively in this 1041 Permit as the “Subject Dry-Up Lands.”

Paragraphs G.1 of the 1041 Permit is amended as follows:

G. Financial Security.

1. **Amended GP and S-D Reclamation Letter of Credit.**

Consistent with the request of GP and S-D, GP and S-D’s Letter of Credit shall renew on November 1, 2025 as part of GP and S-D’s general indebtedness. After November 1, 2025, the letter of credit shall renew annually separate from GP and S-D’s general indebtedness. No later than one hundred twenty (120) days following

the date of this First Amendment, GP and S-D shall provide to the County proof that GP and S-D's Letter of Credit, as amended, issued by a financial institution acceptable to County upon terms acceptable to County naming Prowers County as the sole Beneficiary for the GP/S-D Dry-Up Lands ("GP and S-D Reclamation LOC") with any drafts or further reductions of the GP and S-D Reclamation LOC to be made pursuant to the 1041 Permit. Beginning with approval of this First Amendment, the GP and S-D Reclamation LOC shall provide security in an amount of not less than \$182,750.00 (1,462 acres X \$250 per acre X 0.50) to ensure GP and S-D's potential liability for compliance with the terms and conditions of the 1041 Permit, as amended by this First Amendment. The GP and S-D Reclamation LOC shall provide clear and specific procedures for the County to request a draw and shall provide for payment to be made to Prowers County no later than five (5) business days following receipt of a draw request. The GP and S-D Reclamation LOC shall be subject to annual renewal after November 1, 2025 until such time as the terms of the 1041 Permit have been completed for the GP/S-D Dry-Up Lands, as amended by this First Amendment. GP and S-D shall notify the County, no less than thirty (30) days prior to the end of the current term and any subsequent term if the GP and S-D Reclamation LOC will not be renewed. GP and S-D shall provide the County copies of each renewed GP and S-D Reclamation LOC within 30 days of each such renewal. Upon receipt of any notice of non-renewal of the GP and S-D Reclamation LOC, GP and S-D shall deposit with the County funds in the amount of \$125.00 times the amended number of acres, for which a Certificate of Completion has not been issued, to be held in a Reclamation Cash Security escrow account by the County for use in accordance with the 1041 Permit and the 1041 Regulations. The GP and S-D Reclamation LOC shall be reduced in amount as the GP/S-D Dry-Up Lands achieve Certificates of Completion (as defined in **Exhibit 1**). The GP and S-D Reclamation LOC does not limit GP and S-D's potential liability for an amount greater than that secured by the GP and S-D Reclamation LOC. If the forfeiture of the GP and S-D Reclamation LOC results in inadequate revenues to cover the costs of reclamation of the GP/S-D Dry-Up Lands, then Prowers County may pursue all lawful collection remedies authorized by law against GP and S-D for all damages and losses incurred by Prowers County to fulfill the conditions of the Application and representations made by GP and S-D at the August 18, 2022 Hearing on the Application.

Except as hereinabove modified and amended, all provisions of the December 15, 2022, 1041 Permit issued to GP, S-D and LAWMA are hereby ratified and affirmed.

DATE: 6-11-2024

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

By Ron Cook
Ron Cook, Chair

By Thomas Grasmick
Thomas Grasmick, Commissione

By Wendy Buxton-Andrade
Wendy Buxton-Andrade, Commissioner

Attest:

By Jana Coen
Jana Coen, Prowers County Clerk

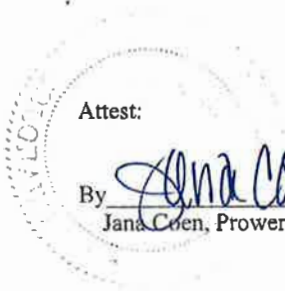


Exhibit 2(a)
CHART OF REMOVED CORNER ACRES

GP/S-D Farms
Baseline/Fall 1041 Inspection
Proposed Corner Exemption Acres
October, 2023

Prowers County Field#	Farm	Water Court #	Approx. Acres	Field conditions	Access
4	Grasmick-Granada	23440211	5	Weeds controlled, 2% grass	CR 24
5	Grasmick-Granada	23440108	8	Primarily Annual Weeds, mowed	CR 24
6	Grasmick-Granada	23440105	7	Primarily Annual Weeds, mowed	HWY 385
8	Grasmick-Granada	23440113	9	Primarily Annual Weeds, mowed, sparse	CR 24 & CR GG
9	Grasmick-Granada	23440212	7	5% grass	CR 24 & CR GG
11	Grasmick-Granada	23441112	10	Weeds controlled, 30% grasses	Hwy 50/Farm Road
13	Grasmick-Granada	23440110	4.6	40% grass, weeds controlled	HWY 385
19	Grasmick-Granada	23441005	7.5	8% grass	Only Farm Road Access
20	Grasmick-Granada		8	11% grass	Hwy. 50
23	Grasmick-Granada	23441014	6	4% grass	CR 22 or CR GG
29	Grasmick-Granada	23440303	8	6% grass, heavy annual weeds	CR GG.7 & CR 22.5
30	Grasmick-Granada	23440304	8	8% grass, not mowed, large dirt pile	CR GG.7 & CR 22.5
31	Grasmick-Granada	23440325	5.7	15% grass, heavy annual foxtail	CR 22.5
32	Grasmick-Granada	23440314	8	20% grass, mowing recommended	CR 22.5

33	Grasmick-Granada	23440313	8	2% grass, heavy annual weeds	CR 22.5
34	Grasmick-Granada	23440307	9	Weeds Controlled	CR 22 & CR HH
35	Grasmick-Granada	23440309	9	4% grass, weeds controlled	CR HH
36	Grasmick-Granada	23440320	9	20% grass, weeds controlled	CR 22.5
37	Grasmick-Granada	23440301	9	2% grass, weeds controlled	CR HH
38	Grasmick-Granada	23440302	8	10% grass, heavy annual weeds	Only Farm Road Access
51	DJC Koehn	22453605	7.5	80% Grass	CR 19
52	DJC Koehn	22453615	7.5	65% Grass, heavy foxtail	Only Farm Road Access
59	Grasmick-Lamar	22443101	7	20% grass, weeds controlled	Only Farm Road Access
60	Grasmick-Lamar	23440502	5.5	5% grass, no weed control, recommend mowing	Only Farm Road Access
65	Grasmick-Lamar	23440503	5.5	1% grass, recommend mowing	1/4 mile farm road to CR 21
66	Grasmick-Lamar	22443217	9.5	60% grass on majority, west end not as thick, some russian thistle/kochia blooms	CR HH
69	Grasmick-Lamar	23440412	8	20% grass	Only Farm Road Access
72	Grasmick-Lamar	23440423	8	30% grass, annual weeds present	Only Farm Road Access
73	Grasmick-Lamar	23440408	8	60% grass, annual weeds present	CR 23.5
86	Grasmick-Granada	23440315	5	Grass	CR 22.5

Total Proposed Acres:

225.3

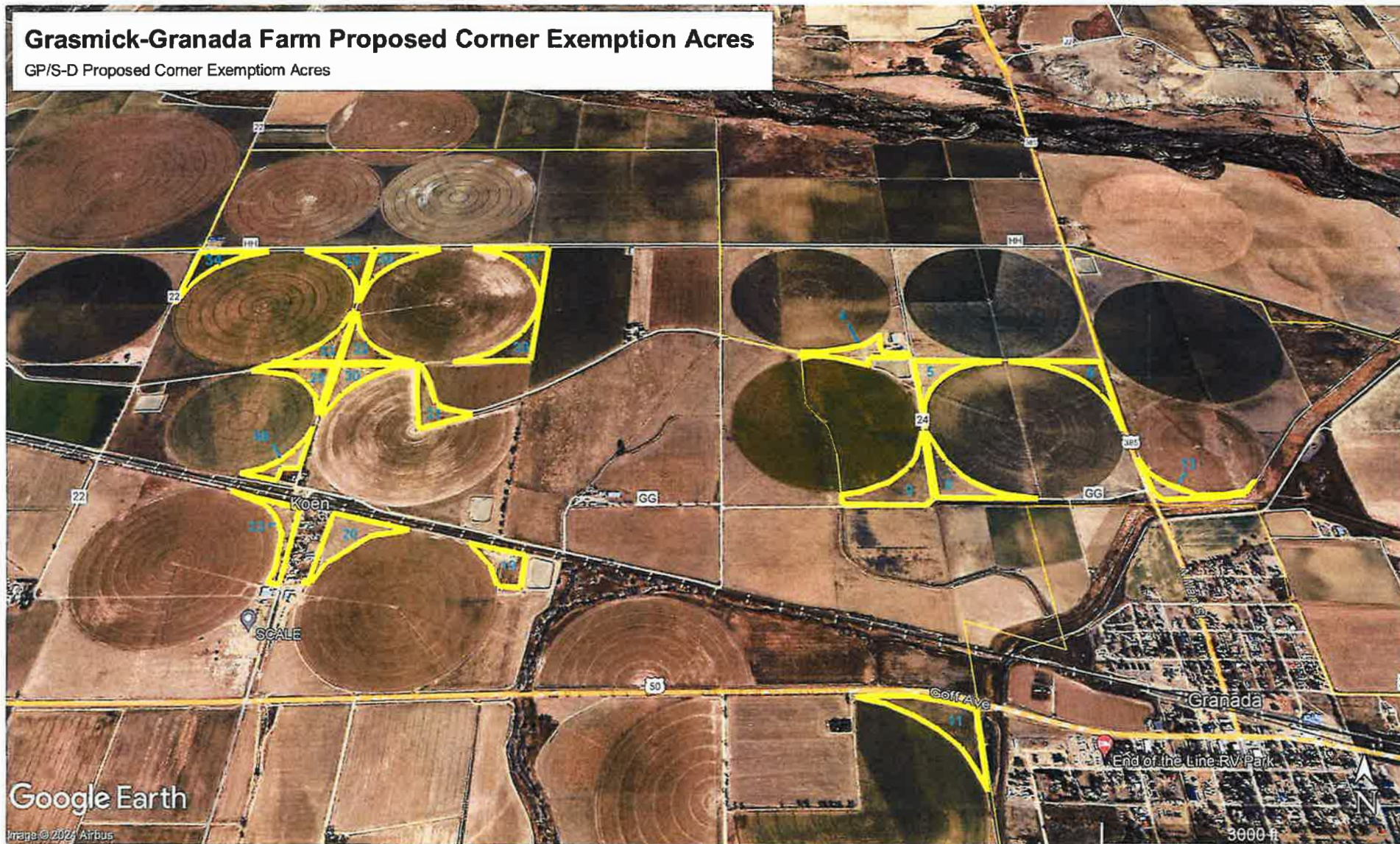
Exhibit 2(b)
MAP OF REMOVED CORNER ACRES

DJC Koehn Farm Proposed Corner Exemption Acres
GP/S-D Proposed Corner Exemption Acres

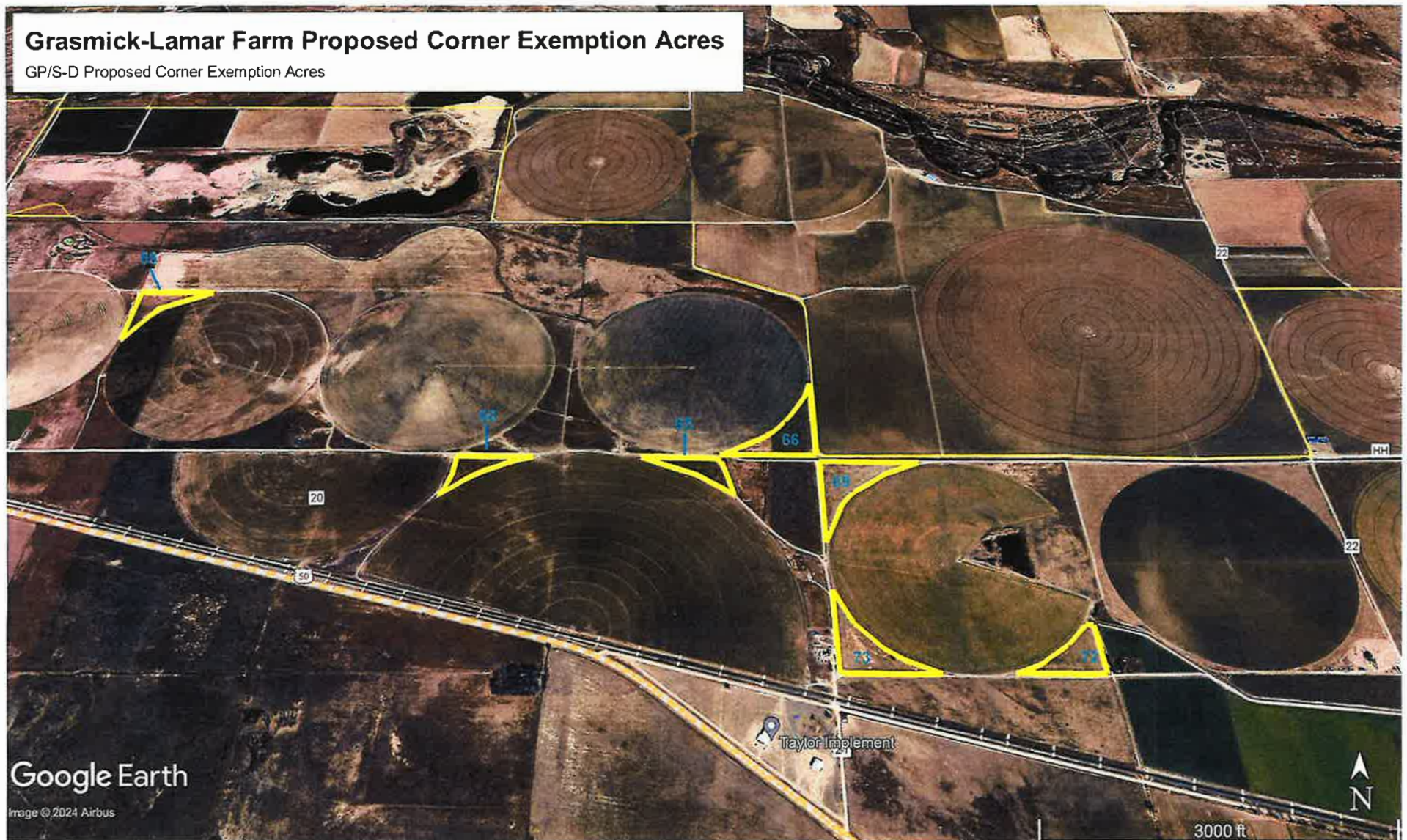


Grasmick-Granada Farm Proposed Corner Exemption Acres

GP/S-D Proposed Corner Exemption Acres



GP/S-D Proposed Corner Exemption Acres





PROWERS COUNTY LAND USE

1001 SOUTH MAIN STREET

LAMAR, CO 81052

PHONE: 719-336-8988 FAX: 719-336-9763

LANDUSE@PROWERSCOUNTY.NET

Enclosed is the proposed amended financial security for the request by GP Irrigated Farms, LLC and S-D Investments, LLC to amend their Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest – Dry-up of certain farms under the Lamar Canal, Granada Irrigation Company Ditch (a/k/a Granada Lateral), and X-Y Canal, as a matter of state interest:

The current financial security as stated in the current permit: \$210,875 (1,687 x \$250 x .50)

The proposed financial security with the corner exemption acres removed: \$182,750.00 (1,462 x \$250 per acre x .50).



April 15, 2024

Prowers County Land Use
%Michelle Hiigel, Land Use Administrator
1001 South Main Street
Lamar, CO 81052

To Whom It May Concern,

GP Irrigated Farms, LLC and S-D Investments, LLC hereby respectfully requests the following amendments to the 1041 Permit granted to GP Irrigated Farms, LLC and S-D Investments, LLC on December 13, 2022. The requested amendments are as stated below:

- Removal of corners that meet the exemption requirements as stated in the Prowers County Guidelines and Regulations for Areas and Activities of State Interest of Prowers County (1041 Regulations) adopted on March 7, 2023. The total amount of acres to be removed from the current 1041 Permit is 225.3 acres. Please see support documents located on page 2 and 3 of this PDF.
- Revise the amount of the current financial security to reflect the removal of the exempted corner acreage.
- Revise the current renewal terms for the Letter of Credit, as stated in Paragraph G of the 1041 Permit, to reflect the financial institution, employed by GP Irrigated Farms, LLC and S-D Investments, LLC, Letter of Credit renewal dates.

Sincerely,

Doug Geubelle

751 SE CR 36, Syracuse, KS 67878
Phone: (620) 492-2525
Fax (620) 492-2535