

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

## **NOVEMBER 14, 2023**

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

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

### **WORK SESSION**

9:00 a.m. Jay Brooke, Managing Partner, Hudson Clinic  
- Workers Comp Provider Discussion

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

9:45 a.m. Jenny Navarette, Domestic Safety  
- Update, Discussion

10:15 a.m. Bradley Johnson and Karl Nyquist, C&A Companies  
- Prowers Aggregates West Farm Easement

11:00 a.m. Matt Albright, SCEDD  
- Update on Brownfield, Opportunity Now, Recompete and other grants and opportunities

11:30 a.m. Rosana Reyes, Ph.D., Lamar Community College President  
- LCC Update

### **MEETING AGENDA**

Invocation

Pledge of Allegiance

1:00 p.m. Call Meeting to Order

Roll Call

### **CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of October 24, 2023 Meeting Minutes
4. Consider Approval of November 3, 2023 Special Meeting Minutes

### **PUBLIC APPEARANCES**

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

1:05 p.m. Jana Coen, Prowers County Clerk

- Public Hearing Re: Liquor License Transfer of Ownership Application for Lamar Stop, LLC, (Convenience Store), License Type: Fermented Malt Beverage and Wine (County)
- Public Hearing Re: Liquor License Transfer of Ownership Application for Lamar Stop, LLC, (Restaurant), License Type: Beer and Wine (County)

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

### **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.

### **ACTION ITEMS:**

1. Consider approval of a Proclamation declaring 16 days between November 25 and December 10, 2023 as Zonta International 16 Days of Activism Against Gender Violence.
2. Consider approval of Liquor License Transfer Application from KP Enterprise Inc., dba Port to Plains Truck Plaza to Lamar Stop, LLC, license type: Beer and Wine (County), premises location (Convenience Store): 33110 County Rd 7, Lamar, CO.

3. Consider approval of Liquor License Transfer Application from KP Enterprise Inc., dba Port to Plains Truck Plaza to Lamar Stop, LLC, license type: Fermented Malt Beverage and Wine (County), premises location (Restaurant): 33110 County Rd 7, Lamar, CO.
4. Consider ratifying 10-23-23 email poll approval for payment of bills for DHS in the amount of \$1,979.07 and H3C \$115.95 with the certification date of 10-17-2023.
5. Consider ratifying 10-24-2023 email poll approval of IGA Contract Number C24-186984 for Prowers County Public Health & Environment Case management Agency (CMA) and authorizing Public Health Director, Meagan Hillman to execute the Agreement electronically.
6. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Jr. Rodeo Association, event scheduled for July 24-28, 2024.
7. Consider ratifying 10-25-2023 email poll approval of General Fund Payroll, Payroll/AP, and JBBS, all presented in the amount of \$891,123.61, DHS/WHC Payroll and Payroll A/P for a total of \$228,663.60 and H3C Payroll and Payroll A/P for a total of \$106,919.30 with a Certification date of 9-27-23 and authorizing the use of the Commissioner's Signature stamps.
8. Consider approval of CDHS Certification of Compliance – Year 2024 County Personnel and Merit System Attestation and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the attestation form.
9. Consider approval of 2024 Environmental Health IGA for Baca County to receive Environmental Health Services from Prowers County Public Health and Environment.
10. Consider ratifying 11-1-2023 email poll approval for Staffon Warn, Prowers County Rural Fire Chief, to submit an Antelope Creek Wind Community Grant Application through Apex Clean Energy to help with costs for a potential Rural Fire Station/Truck Building.
11. Consider approval of Contract Amendment No. 1 to original Contract No. 2024\*0049 for additional Immunization Funding in the amount of \$13,230.00, expiration date June 30, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.
12. Consider approval of Contract Amendment No. 8, CT QAAA 2024\*538 to original Contract No. 20 IHIA 129471, all funds totaling \$3,085,322.00, expiration date June 30, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.
13. Consider ratifying 11-2-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay – October 2023 and authorizing the use of Chairman Ron Cook's signature stamp.
14. Consider ratifying 10-27-2023 email poll approval of General Fund Payroll for incentives and associated payroll taxes/retirement in the amount of \$29,792.40 with a Certification date of 10-27-23 and authorizing the use of the Commissioner's signature stamps.

15. Consider ratifying 11-3-2023 email poll approval for County General Fund for payment of bills presented in the amount of \$278,267.11, Department of Human Services \$54,164.25, and H3C \$6,138.78 with a Certification date of November 7, 2023 and authorizing the use of the Commissioner's signature stamps.
16. Consider approval of Acknowledgement by the BOCC for an Annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, License type: Club License (County).
17. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 202 and ending December 31, 2024 with Prowers County Department of Human Services and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the documents.
18. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 202 and ending December 31, 2024 with the following counties: Bent, Cheyenne, Clear Creek, Delta, Dolores, Gilpin, Grand, Kit Carson, Kiowa, Lake, Lincoln, Mesa, Mineral-Rio Grande, Montrose, Phillips, Otero, Pueblo, and Yuma and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the documents.
19. Consider approval of 2023 Permit No. 2023-37, connected to 2023 Ambulance License No. 2023-3, for American Medical Response of Colorado, Inc. d/b/a MedTrans Ambulance Service valid for ambulance #218 through December 31, 2023.
20. Consider approval of Professional Services Agreement between Schneider Geospatial LLC and Prowers County, for Schneider to provide one-time data transfer and setup for qPublic.net services to the Prowers County Assessor's CIC system, totaling \$3528, and authorizing Chair Ron Cook to execute the document.
21. Consider ratifying November 3, 2023 email approval of Service Agreement between Kolibri Comprehensive Business Services, Prowers Economic Prosperity (PEP), and Prowers County, to complete phase II of DOLA grant REDI 22-288 with Prowers County as fiscal agent, totaling less than \$20,000, and authorizing Chairman Ron Cook to execute the document.
22. Consider ratifying November 2, 2023 email approval of Professional Services Agreement between Avenu Insights & Analytics, and Prowers County, for Avenu to conduct a data pull and transfer to CIC systems for the Prowers County Treasurer, totaling \$2560, and authorizing Chairman Ron Cook to execute the document.



23. Consider approval of Professional Services Agreement between Avenu Insightes & Analytics, and Prowers County, for Avenu to conduct a data pull and transfer to CIC systems for the Prowers County Assessor, totaling \$2560, and authorizing Chairman Ron Cook to execute the document.
24. Consider approval of Contract No. PAT-III-B-24 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), including HIPAA Business Associate Addendum, effective between July 1, 2023 and June 30, 2024, awarding Prowers Area Transit \$21,000 under Title IIIB, and authorizing Chair Ron Cook to execute the documents.
25. Consider approval of Final Subdivision Exemption Plat Map for Quality Feeds, LLC. The application was approved on September 13, 2023 by the Planning Commission and on September 26, 2023 by the BOCC. Minor Subdivision, for an Amended First Subdivision, in the SE¼ Section 19, Township 22 South, Range 47 West, of the 6th P.M., subdividing 31.79 acres into two tracts, Tract 1-22.79 acres and Tract 2- 9 acres to be recorded in the County Clerk's Office.
26. Consider approval of Contract No. PAT-III-B-23 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), including HIPAA Business Associate Addendum, effective between July 1, 2022 and June 30, 2023, awarding Prowers Area Transit \$18,690 under Title IIIB, and authorizing Chair Ron Cook to execute the documents.
27. Consider approval of Contract No. PAT-STATE-23 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), effective between July 1, 2022 and June 30, 2023, awarding Prowers Area Transit \$23,385 under Title III General Fund, and authorizing Chair Ron Cook to execute the documents.
28. Consider Approving Letter of Service and Agreement between Tobin & Associates LLC and Prowers County for Tobin to conduct two External Vulnerability Testing, Internal Vulnerability Studies, Social Engineering Studies and Cyber Exams in 2024 plus 12 months of External Penetration Testing effective January 1, 2024 to December 31, 2024, totaling \$15,000 plus travel expenses, and authorizing BOCC Chair Ron Cook to execute the document.

**PREVIOUSLY TABLED ACTION ITEMS:**

1. NONE

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

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

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-21-2023

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 11-7-2023

**Return Originals to:** Jana Coen

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of a Proclamation declaring 16 days between November 25 and December 10, 2023 as Zonta International 16 Days of Activism Against Gender Violence.

**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):**



## PROCLAMATION

A PROCLAMATION DECLARING THE 16 DAYS BETWEEN INTERNATIONAL DAY TO ELIMINATE VIOLENCE AGAINST WOMEN ON NOVEMBER 25 AND INTERNATIONAL HUMAN RIGHTS DAY ON DECEMBER 10 AS THE 16 DAYS OF ACTIVISM AGAINST GENDER-BASED VIOLENCE

**WHEREAS**, We as citizens of this county, recognize the worldwide problems of violence against women occurs even here in Lamar, Colorado; and

**WHEREAS**, Gender-based Violence is traumatic to the body, mind and spirit and can prevent people from being fully active participants at home and in the world; and

**WHEREAS**, The health of parents and caregivers is critical to the overall health and wellbeing of their families and the larger community; and

**WHEREAS**, Gender-based Violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters and foster care, sick leave, absenteeism and non productivity; and

**WHEREAS**, In spite of some progress, we need only to look at our newspapers or watch a television newscast to see the unfortunate truth that Gender-based Violence has not yet been eliminated here in Lamar, or around the world; and

**WHEREAS**, We support efforts of individuals and join organizations, such as the *Zonta Club of Prowers County*, to raise awareness, stimulate discussion, and advocate for local solutions that will curb Gender-based Violence; and

**WHEREAS**, These local people join thousands of others from around the world to assert that the right of women and men to be free of violence is a fundamental human right.

**NOW THEREFORE**, we, Ron Cook, Wendy Buxton-Andrade, and Thomas Grasmick by virtue of the authority vested in us as Commissioners of Prowers County, Colorado, do hereby proclaim the 16 days between International Day to Eliminate Violence Against Women on November 25 and International Human Rights Day on December 10 as the **16 Days of Activism Against Gender Violence**. During these 16 days, all citizens are urged to support efforts to end gender violence and to eliminate the detrimental consequences gender violence has on the wellbeing of our community.

**IN WITNESS WHEREOF**, I have hereunto set our hands and caused to be affixed the official seal of Prowers County, this 21st day of November, 2023.

PROWERS COUNTY, COLORADO

\_\_\_\_\_  
Ron Cook

\_\_\_\_\_  
Wendy Buxton-Andrade

\_\_\_\_\_  
Thomas Grasmick

Attest:

\_\_\_\_\_  
Jana Coen County Clerk/Recorder

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-23

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 10-5-23

**Return Originals to:** Jana Coen, County Clerk

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Liquor License Transfer Application from KP Enterprise Inc., dba Port to Plains Truck Plaza to Lamar Stop, LLC, license type: Beer and Wine (County), premises location (Convenience Store): 33110 County Rd 7, Lamar, CO.

**Justification or Background:** All appropriate paperwork submitted with App'l

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

N/A

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

## Colorado Liquor Retail License Application

\* Note that the Division will not accept cash ☒ Paid by check ☐ Paid online

Uploaded to  Date   
Movelt on

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only ☐ Master file

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other  
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation  
Lamar Stop, LLC

FEIN Number  
93-3175655

2a. Trade Name of Establishment (DBA)  
State Sales Tax Number  
95918145

Business Telephone

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
33110 County Road 7

City  
Lamar

County  
Prowers

State  
CO

ZIP Code  
81052

4. Mailing Address (Number and Street)  
3207 Shields Ave Apt 117

City or Town  
Fresno

State  
CA

ZIP Code  
93722

5. Email Address  
lamarstopllc@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)  
Ports to Plains Travel Plaza

Present State License Number  
04-01453

Present Class of License  
Beer & Wine (County)

Present Expiration Date  
2-4-2024

Section A	Nonrefundable Application Fees*	Section B (Cont.)	Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License.....	\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....	\$312.50	
<input type="checkbox"/> Application Fee for New License w/Concurrent Review .....	\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City) .....	\$500.00	
<input checked="" type="checkbox"/> Application Fee for Transfer .....	\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) .....	\$500.00	
<b>Section B</b>		<b>Liquor License Fees*</b>		
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____		<input type="checkbox"/> Manager Registration - H & R .....		\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____		<input type="checkbox"/> Manager Registration - Tavern .....		\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....		<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....		\$30.00
<input type="checkbox"/> Arts License (City) .....		<input type="checkbox"/> Manager Registration - Campus Liquor Complex .....		\$30.00
<input type="checkbox"/> Arts License (County) .....		<input type="checkbox"/> Optional Premises License (City) .....		\$500.00
<input type="checkbox"/> Beer and Wine License (City).....		<input type="checkbox"/> Optional Premises License (County) .....		\$500.00
<input checked="" type="checkbox"/> Beer and Wine License (County) .....		<input type="checkbox"/> Racetrack License (City).....		\$500.00
<input type="checkbox"/> Brew Pub License (City) .....		<input type="checkbox"/> Racetrack License (County) .....		\$500.00
<input type="checkbox"/> Brew Pub License (County).....		<input type="checkbox"/> Resort Complex License (City).....		\$500.00
<input type="checkbox"/> Campus Liquor Complex (City) .....		<input type="checkbox"/> Resort Complex License (County).....		\$500.00
<input type="checkbox"/> Campus Liquor Complex (County) .....		<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....		\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....		<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....		\$160.00
<input type="checkbox"/> Club License (City).....		<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....		\$160.00
<input type="checkbox"/> Club License (County) .....		<input type="checkbox"/> Retail Gaming Tavern License (City) .....		\$500.00
<input type="checkbox"/> Distillery Pub License (City).....		<input type="checkbox"/> Retail Gaming Tavern License (County).....		\$500.00
<input type="checkbox"/> Distillery Pub License (County) .....		<input type="checkbox"/> Retail Liquor Store License-Additional (City).....		\$227.50
<input type="checkbox"/> Hotel and Restaurant License (City).....		<input type="checkbox"/> Retail Liquor Store License-Additional (County) .....		\$312.50
<input type="checkbox"/> Hotel and Restaurant License (County) .....		<input type="checkbox"/> Retail Liquor Store (City).....		\$227.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....		<input type="checkbox"/> Retail Liquor Store (County) .....		\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....		<input type="checkbox"/> Tavern License (City) .....		\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) .....		<input type="checkbox"/> Tavern License (County) .....		\$500.00
		<input type="checkbox"/> Vintners Restaurant License (City) .....		\$750.00
		<input type="checkbox"/> Vintners Restaurant License (County).....		\$750.00

Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

Do not write in this space - For Department of Revenue use only

### Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
------------------------	----------------	--	----------



## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I. Applicant information</b>	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II. Diagram of the premises</b>	<input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III. Proof of property possession (One Year Needed)</b>	<input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV. Background information (DR 8404-I) and financial documents</b>	<input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. <p style="margin-left: 20px;"><b>Do not complete fingerprint cards prior to submitting your application.</b>                      The Vendors are as follows:  <b>IdentoGO</b> – <a href="https://uenroll.idento.com/">https://uenroll.idento.com/</a> Phone: 844-539-5539 (toll-free)  <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a>                      Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>                      Phone: 720-292-2722 Toll Free: 833-224-2227  <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b>  <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a></p> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V. Sole proprietor/husband and wife partnership (if applicable)</b>	<input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI. Corporate applicant information (if applicable)</b>	<input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII. Partnership applicant information (if applicable)</b>	<input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII. Limited Liability Company applicant information (if applicable)</b>	<input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b>	<input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name Lamar Stop, LLC	Type of License Fermented Malt Beveg/Wine	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>		
Other:				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) as of 10-2-2023				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/> Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				



Name Lamar Stop, LLC	Type of License Fermented Malt Beveg/Wine	Account Number
-------------------------	--	----------------

**19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:**

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☒ No  
**If "yes" a copy of license must be attached.**

**20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☒ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☒ No

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☒ No

**21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:**

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☒ No

**22. Campus Liquor Complex applicants answer the following:**

a. Is the applicant an institution of higher education? ☐ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☒ No  
**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

**23. For all on-premises applicants.**

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager N/A	First Name of Manager
-----------------------------	-----------------------

**24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.** Yes No  
☐ Yes ☒ No

**25. Related Facility - Campus Liquor Complex applicants answer the following:** ☐ Yes ☒ No

a. Is the related facility located within the boundaries of the Campus Liquor Complex?  
If yes, please provide a map of the geographical location within the Campus Liquor Complex.  
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager N/A	First Name of Manager
-----------------------------	-----------------------

**26. Tax Information.** Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

**27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.**

Name Bhagwant Singh	Home Address, City & State 749 N. Sanders Ave, Clovis CA 93619	DOB 10-26-88	Position Member	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name <b>LAMAR STOP, LLC</b>		Type of License <b>Fermented Malt Beverage/Wine</b>		Account Number	
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>					
<b>Oath Of Applicant</b>					
<p>I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.</p>					
Authorized Signature <b>Bhagwant Singh</b>		Printed Name and Title <b>Bhagwant Singh Member</b>		Date <b>9/19/2023</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
Date application filed with local authority <b>September 19, 2023</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>November 14, 2023</b>			
For Transfer Applications Only - Is the license being transferred valid?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> Date of inspection or anticipated date <b>October 10, 2023</b></p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p><b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.</p>					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b></p>					
Local Licensing Authority for <b>PROWERS COUNTY</b>		Telephone Number <b>719-336-8011</b>		<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County	
Signature		Print		Title	
Signature		Print		Title	
				Date	

DR 4679 (09/21/06)  
COLORADO DEPARTMENT OF REVENUE



## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Bhagwant Singh, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- ☐ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☒ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

DocuSigned by:

*Bhagwant Singh*

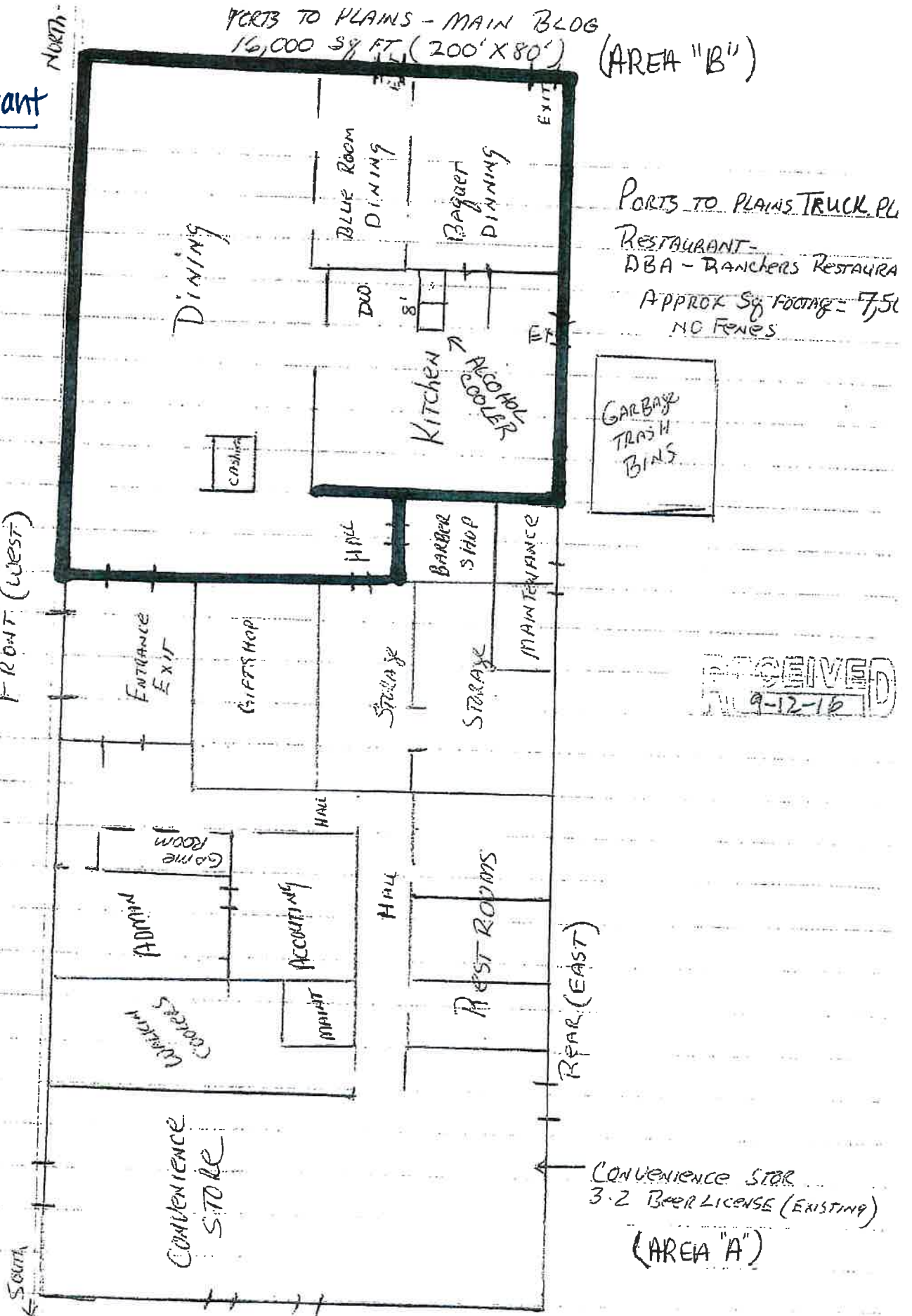
02022F08C005-1A4

Date

9/19/2023



Restaurant



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Lamar Stop LLC

is a

Limited Liability Company

formed or registered on 08/24/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231881132 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/08/2023 that have been posted, and by documents delivered to this office electronically through 09/11/2023 @ 16:23:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/11/2023 @ 16:23:52 in accordance with applicable law. This certificate is assigned Confirmation Number 15311071 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
1375 Sherman St, Denver CO 80261  
September, 2005

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 22 day of September, 2023.

### Seller:

KP ENTERPRISE INC Restaurant  
State(03-014246) County(2023-272)

Licensee & License Number

Ports to Plains Truck Plaza

Trade name

Sarabpreet Randev  
Signature

Owner

Position

Sarabpreet Randev

Print Name

### Buyer:

Lamar Stop LLC

Applicant

Lamar Stop

Trade name

Bhagwant Singh  
Signature


Member

Position

Bhagwant Singh

Print Name

**Wholesaler Affidavit of Compliance**  
**Section 44-3-303(1)(d), C.R.S.**

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation)		License Number	
KEG 1 COLORADO LLC		03-12885	
Trade Name of Establishment/Doing Business As (CBA)		Phone Number	
KEG 1 COLORADO			
Physical Address	City	State	ZIP
1525 N NEWPORT ROAD	COLORADO SPRINGS	CO	80916
Email Address			
Transferor Retailer Licensee Name		License Number	
KP ENTERPRISE INC		04-01453	
Trade Name of Establishment/Doing Business As (D3A)		Phone Number	
PORTS TO PLAINS TRUCK PLAZA			
Physical Address	City	State	ZIP
33110 COUNTY ROAD 7	LAMAR	CO	81052
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:			
<input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)			
Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.			
<input type="checkbox"/> Not Paid in Full			
Wholesaler:			
KEG 1 COLORADO LLC			
Signature	Print	Title	Date
	RENEE THORNTON	ACCOUNTS RECEIVABLE	9/27/23



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-23

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 10-5-23

**Return Originals to:** Jana Coen, County Clerk

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Liquor License Transfer Application from KP Enterprise Inc., dba Port to Plains Truck Plaza to Lamar Stop, LLC, license type: Fermented Malt Beverage and Wine (County), premises location (Restaurant): 33110 County Rd 7, Lamar, CO.

**Justification or Background:** All appropriate paperwork submitted with App'l

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

N/A

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

## Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises,  
 and Fermented Malt Beverage and Wine Retailer.

\* Note that the Division will not accept cash



Paid by check



Paid online

Uploaded to  
 MoveIt on

Date



New License



New-Concurrent



Transfer of Ownership

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Local license fee \$ 757.50

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an



Corporation



Partnership (includes Limited Liability and Husband and Wife Partnerships)



Individual



Limited Liability Company



Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Lamar Stop, LLC

FEIN

92-3175655

2a. Trade Name of Establishment (DBA)

State Sales Tax No.

Business Telephone

3. Address of Premises (specify exact location of premises)

33110 County Road 7

City

Lamar

County

Prowers

State

CO

ZIP Code

81052

4. Mailing Address (Number and Street)

3207 Shields Ave, Apt 117

City or Town

Fresno

State

CA

ZIP Code

93722

5. Email Address

lamarstopllc.com

Home Phone Number

6. If the premises currently has a liquor or beer license, you MUST answer the following questions

Present Trade Name of Establishment (DBA)

Present State License No.

Present Class of License

Present Expiration Date

### Section A Nonrefundable Application Fees

- ☐ Application Fee for New License \$1,100.00
- ☐ Application Fee for New License - w/Concurrent Review \$1,200.00
- ☒ Application Fee for Transfer \$1,100.00

### Section B Fermented Malt Beverage License Fees

- ☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50
- ☐ Retail Fermented Malt Beverage and Wine (City) \$96.25
- ☒ Retail Fermented Malt Beverage and Wine (County) \$117.50
- ☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50
- ☐ Master File Location Fee ..... \$25.00 x ..... Total .....
- ☐ Master File Background ..... \$250.00 x ..... Total .....

Questions? Visit [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information  
 Do Not Write In This Space - For Department Of Revenue Use Only

### Liability Information

License Account Number

Liability Date:

License Issued Through: (Expiration Date)

Total

\$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information.**

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
<b>I.</b>	<b>Applicant Information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Submit originals to local authority <input type="checkbox"/> E. Additional information required by the local licensing authority
<b>II.</b>	<b>Diagram of the Premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Bold/Outlined licensed premises
<b>III.</b>	<b>Proof of Property Possession (One Year Needed)</b> <input checked="" type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
<b>IV.</b>	<b>Background Information (DR 8404-I) and Financial Documents</b> <input type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. <div style="margin-left: 20px;"> <b>Do not complete fingerprint cards prior to submitting your application.</b>            The Vendors are as follows:  <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a>            Phone: (844) 539-5539 (toll-free)  <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a>            Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>            Phone: (720) 292-2722            Toll Free: (833) 224-2227            Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:  <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> </div> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
<b>V.</b>	<b>Sole Proprietor/Husband and Wife Partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
<b>VI.</b>	<b>Corporate Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company Applicant Information (If Applicable)</b> <input type="checkbox"/> A. Copy of Articles of Organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet		
9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13.		
(a) The FMB On/Off is located in a county with a population of > 35,000.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Note - The population is determined from the recently available United States Census Bureau.		
13. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		
<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) as of 10-02-2023		
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:		
Landlord N/A	Tenant	Expires
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13.		
<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
15. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name	Date of Birth
		FEIN or SSN
		Interest
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
16. Name of Manager(s) for all on premises applicants.		
Last Name N/A	First Name	Date of Birth
17. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		
<input type="checkbox"/> <input checked="" type="checkbox"/>		



DR 8403 (01/18/22)

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <b>Bhagwant Singh</b>	Home Address, City & State <b>7491 N Sanders Ave, Clovis CA</b>	Date of Birth <b>93619</b>	Position <b>Member</b>	% Owned <b>100</b>
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

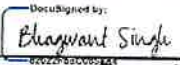
\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title <b>Bhagwant Singh</b>	Date <b>9/19/2023</b>
---	---	--------------------------

### Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority <b>9-19-2023</b>	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

Each person required to file DR 8404-I has been:

☒ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☒ Date of Inspection or Anticipated Date **October 10, 2023**

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied  
New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <b>PROWERS COUNTY</b>	Telephone Number <b>719-336-8011</b>	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature	Printed Name	Title
Signature (attest)	Printed Name	Title
		Date

DR 4679 (09/21/06)  
COLORADO DEPARTMENT OF REVENUE



## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Bhagwant Singh, swear or affirm under penalty of perjury under the laws of the State of Colorado that (**check one**):

- ☐ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☒ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

DocuSigned by:

*Bhagwant Singh*

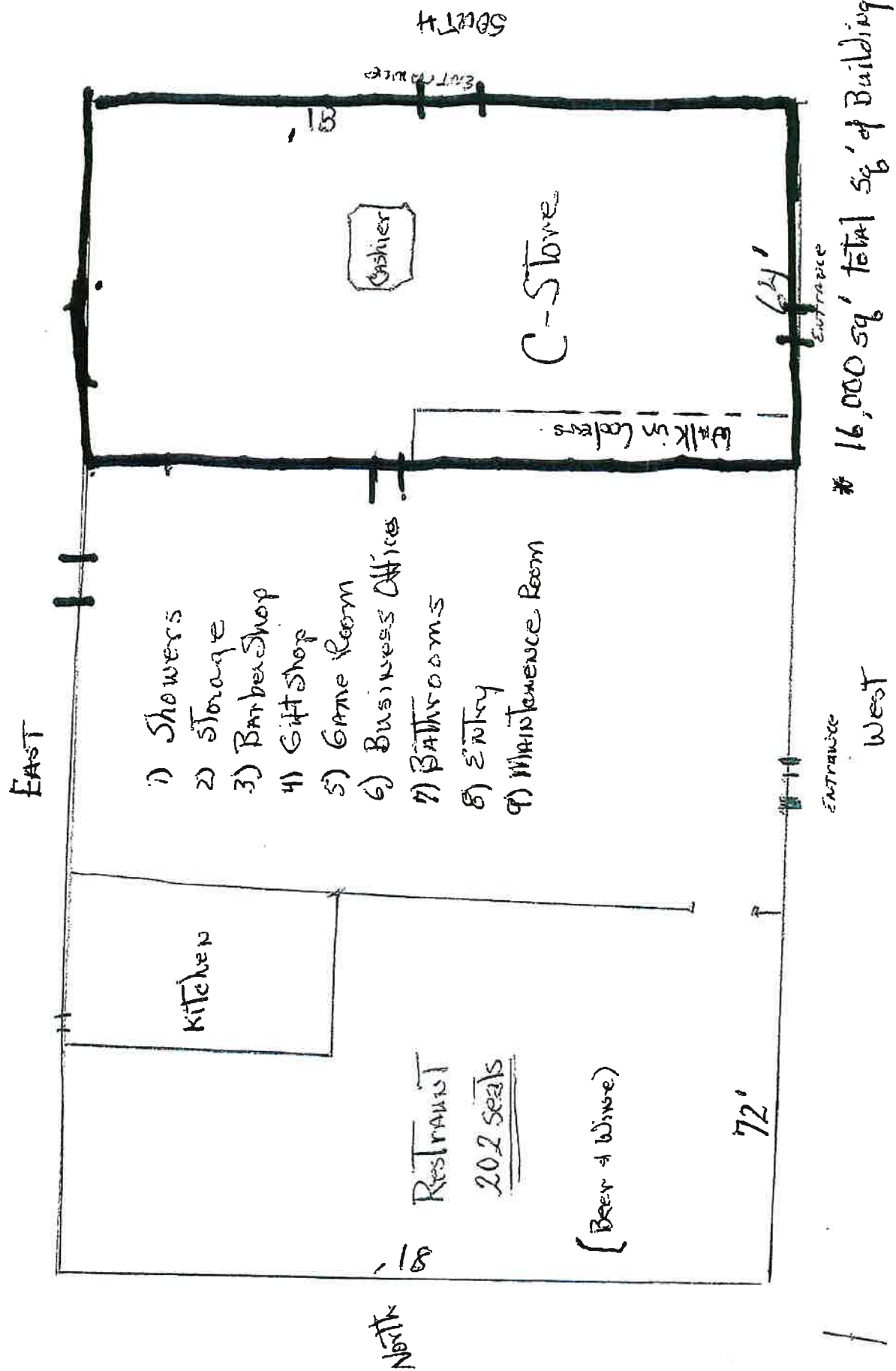
020221090905444

Date

9/19/2023

# Convenience Store

Porte To Plains Truck Plaza





Jana Coen, Prowers County, Colorado

WD Rec Fee: \$13.00 Doc Fee: \$475.00 eRecorded

**SPECIAL WARRANTY DEED**

**THIS DEED**, Made this 2nd day of October, 2023  
between **GURINDER SINGH RANDEV** and **SARABPREET RANDEV**

State Doc Fee: \$475.00

of the County of Prowers and State of Colorado,  
grantor(s), and Bhagwant Singh

whose legal address is 1371 E FOXHILL DR APT 188 FRESNO CA

of the County of \_\_\_\_\_ and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Four Million Seven Hundred Fifty Thousand Dollars and No Cents (\$4,750,000.00), 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(s), 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:

**PARCEL A:**

TOWNSHIP 22 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 19:  
TRACT #1 OF THE 5TH SUBDIVISION OF THE SW1/4, ACCORDING TO THE PLAT RECORDED  
OCTOBER 13, 2015, AT RECEPTION NO. 539803, THIS INCLUDES THE 2ND SUBDIVISION OF THE  
SW1/4, COUNTY OF PROWERS, STATE OF COLORADO.

**PARCEL B:**

TOWNSHIP 22 SOUTH, RANGE 46 WEST OF THE SIXTH PRINCIPAL MERIDIAN SECTION 19:  
TRACT #2 OF THE 5TH SUBDIVISION OF THE SW1/4, ACCORDING TO THE PLAT RECORDED  
OCTOBER 13, 2015, AT RECEPTION NO. 539803, COUNTY OF PROWERS, STATE OF COLORADO.

also known by street and number as: 33110 Road 7, Lamar, CO 81052

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised and except that certain deed of trust dated April 14, 2022 and recorded April 18, 2022 at reception no 556437

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor(s).

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

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

GURINDER SINGH RANDEV

SARABPREET RANDEV

STATE OF COLORADO

COUNTY OF Adams

ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 2023, by  
**GURINDER SINGH RANDEV** and **SARABPREET RANDEV**.

My Commission expires:

Witness my hand and official seal.

Notary Public

SHIELA A. SMITH  
Notary Public  
State of Colorado  
Notary ID # 20164038843  
My Commission Expires 09-23-2024



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Lamar Stop LLC

is a

Limited Liability Company

formed or registered on 08/24/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231881132 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/08/2023 that have been posted, and by documents delivered to this office electronically through 09/11/2023 @ 16:23:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/11/2023 @ 16:23:52 in accordance with applicable law. This certificate is assigned Confirmation Number 15311071 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
1375 Sherman St, Denver CO 80261  
September, 2005

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

*Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:* ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 22 day of September, 2023.

### Seller:

KP ENTERPRISE INC C Store  
State(04-01453) County(2023-132)

Licensee & License Number

Ports to Plains Truck Plaza

Trade name

Randev  
Signature

Owner

Position

Sarabpreet Randev

Print Name

### Buyer:

Lamar Stop LLC

Applicant

Lamar Stop

Trade name

Bhagwant Singh  
Signature

Member

Position

Bhagwant Singh

Print Name

**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Department of Human Service

**Submitted to the County Administration Office on:** Email Poll 10-23-2023

**Return Originals to:** DHS

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-23-23 email poll approval for payment of bills for DHS in the amount of \$1,979.07 and H3C \$115.95 with the certification date of 10-17-2023.

**Justification or Background:**

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	10/17/23	67002-67004	1,041.08
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	10/17/23	8626-8627	937.99

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$1,979.07 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

October 17, 2023 GRAND TOTAL \$ 1,979.07

DATE Ron Cook CHAIRMAN

DATE Wendy Buxton-Andrade COMMISSIONER

DATE Sharon Hamrick COMMISSIONER

10/13/23 Anthony M. Velez  
DATE DIRECTOR

BALANCE AS OF 10/13/23 \$1,042,881.90



HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: OCTOBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	10/17/23	3858	
OPERATING			115.95

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 \$115.95 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

October 17, 2023 GRAND TOTAL \$ 115.95

  
RON COOK  
CHAIRMAN

DATE

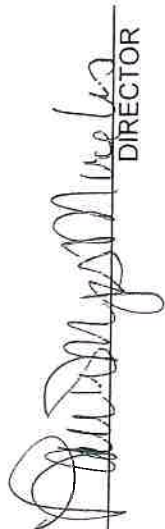
CHAIRMAN

DATE

COMMISSIONER

DATE

COMMISSIONER

10/13/23  
DATE  
  
DIRECTOR

\$462,469.30

BALANCE AS OF 10/13/23

DATE: October 17, 2023

**PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND**

---

67002-67004

---

---

---

---

8626-8627

---

Information Only  
VOIDED CHECKS #'s:

Lanle Mireles, Director

  
Lanle Mireles, Director



PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: CHILD WELFARE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.10.12.23 COPIER	GOBIN'S INC.	10/12/23		\$4.26
			INVOICE AD.10.12.23 TOTAL:	\$4.26
			EXPENSE ACCOUNT 444.1210 TOTAL:	\$4.26
EXPENSE ACCOUNT: CHILD CARE				
AD.10.12.23 COPIER	GOBIN'S INC.	10/12/23		\$46.84
			INVOICE AD.10.12.23 TOTAL:	\$46.84
			EXPENSE ACCOUNT 444.2300 TOTAL:	\$46.84
EXPENSE ACCOUNT: ITANI-				
AD.10.12.23 POSTAGE MACHINE	PITNEY BOWES GLOBAL FINANCIAL	10/12/23		\$285.62
			INVOICE AD.10.12.23 TOTAL:	\$285.62
AD.10.12.23 OFFICE SUPPLIES	DELOACH'S WATER CONDITIONING	10/12/23		\$44.00
			INVOICE AD.10.12.23 TOTAL:	\$44.00
AD.10.12.23 COPIER	GOBIN'S INC.	10/12/23		\$8.52
			INVOICE AD.10.12.23 TOTAL:	\$8.52
			EXPENSE ACCOUNT 444.4200 TOTAL:	\$338.14
EXPENSE ACCOUNT: ADMIN				
AD.10.12.23 POSTAGE MACHINE	PITNEY BOWES GLOBAL FINANCIAL	10/12/23		\$285.61
			INVOICE AD.10.12.23 TOTAL:	\$285.61
AD.10.12.23 COPIER	GOBIN'S INC.	10/12/23		\$315.13
			INVOICE AD.10.12.23 TOTAL:	\$315.13
			EXPENSE ACCOUNT 444.7000 TOTAL:	\$600.74
EXPENSE ACCOUNT: CHILD SUPPORT				
AD.10.12.23 COPIER	GOBIN'S INC.	10/12/23		\$21.29
			INVOICE AD.10.12.23 TOTAL:	\$21.29

EXPENSE ACCOUNT: FATHERHOOD

AD.10.12.23  
COPIES

GOBIN'S INC.

10/12/23

EXPENSE ACCOUNT 444.8000 TOTAL: \$21.29

\$29.81

INVOICE AD.10.12.23 TOTAL: \$29.81

EXPENSE ACCOUNT 444.9086 TOTAL: \$29.81

REPORT TOTAL: \$1,041.08

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.10.12.23 SUPPLIES	DISCOUNT SCHOOL SUPPLY	10/12/23	INVOICE AD.10.12.23 TOTAL:	\$899.99
				<u>\$899.99</u>
AD.10.12.23 WHC - MAINTENANCE	DELOACH'S WATER CONDITIONING	10/12/23	INVOICE AD.10.12.23 TOTAL:	\$38.00
				<u>\$38.00</u>
			EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$937.99</u>
			REPORT TOTAL:	<u><u>\$937.99</u></u>

# PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: October 17, 2023

### HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:  
Mindy Maestas

H3C SALARY	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

H3C FRINGE


H3C OPERATING	3858
---------------	------

115.95

TOTAL:\$	115.95
----------	--------

Information Only

VOIDED CHECKS #'s:

  
Lanie Mireles, Director

Lanie Mireles, Director

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42540	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.10.12.23 MAINTENANCE	DELOACH'S WATER	10/12/23		
			INVOICE AD.10.12.23 TOTAL:	\$115.95
			EXPENSE ACCOUNT 42540 TOTAL:	\$115.95
			REPORT TOTAL:	\$115.95



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Meagan Hillman, Public Health

**Submitted to the County Administration Office on:** Email Poll 10-24-23

**Return Originals to:** Meagan Hillman

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-24-2023 email poll approval of IGA Contract Number C24-186984 for Prowers County Public Health & Environment Case management Agency (CMA) and authorizing Public Health Director, Meagan Hillman to execute the Agreement 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:** 10-23-2023

**Additional Approvals (if required):**

# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Number</b> C24-186984
<b>Contractor</b> Prowers County Public Health and Environment	<b>Contract Performance Beginning Date</b> The later of the Effective Date or November 1, 2023
<b>Contract Maximum Amount</b> No Maximum for any SFY	<b>Initial Contract Expiration Date</b> June 30, 2024
	<b>Contract Authority</b> Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i> and C.R.S. §25.5-6-1703, <i>et seq.</i>
<b>Contract Purpose</b> For the Contractor to serve as a Case Management Agency (CMA) to perform case management activities such as intake, screening, referral, disability determination, delay determination, waiting list management, Level of Care assessments, and needs assessment and administer three State General Fund programs within the Defined Service Area.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – HIPAA Business Associates Addendum</li> <li>2. Exhibit B – Statement of Work</li> <li>3. Exhibit C – Rates</li> <li>4. Exhibit D – Terminology</li> <li>5. Exhibit E – Contractor’s Administrative Requirements</li> <li>6. Exhibit F – Sample Option Letter</li> <li>7. Exhibit G – Federal Provisions</li> <li>8. Exhibit H – PII Certification</li> <li>9. Exhibit I – Supplemental Provisions for Federal Awards</li> <li>10. Exhibit J – Subrecipient of Federal Award Status</li> </ol>	
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: <ol style="list-style-type: none"> <li>1. Exhibit A, HIPAA Business Associates Addendum</li> <li>2. Exhibit G, Federal Provisions</li> <li>3. Exhibit I – Supplemental Provisions for Federal Awards</li> <li>4. Colorado Special Provisions in §18 of the main body of this Contract</li> <li>5. The provisions of the other sections of the main body of this Contract</li> <li>6. Exhibit B, Statement of Work</li> <li>7. Exhibit C, Terminology</li> <li>8. Exhibit D, Contractor’s Administrative Requirements</li> <li>9. Exhibit E, Rates</li> <li>10. Exhibit H, PII Certification</li> <li>11. Exhibit F, Sample Option Letter</li> <li>12. Exhibit J – Subrecipient of Federal Award Status</li> </ol>	
<b>Principal Representatives</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           For the State:            Sarah McDonnell            Department of Health Care Policy and financing            303 E.17<sup>th</sup> Ave            Denver, CO 80203            Sarah.McDonnell@state.co.us         </div> <div style="width: 45%;">           For Contractor:            Meagan L Hillman PA-C, MBA            Prowers County Public Health and Environment            301 S. Main Street, Suite 215            Lamar, CO 81052-2868            mhillman@prowerscounty.net         </div> </div>	

**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.

<b>CONTRACTOR</b> Prowers County Public Health and Environment Meagan L Hillman PA-C, MBA, Director Prowers County Public Health and Environment  By: <u>Meagan L Hillman PA-C, MBA</u> DC9F39540F8C440 Date: <u>10/24/2023   13:06 PDT</u>	<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director  By: <u>Kim Bimestefer</u> 0B6A04797EA0493 Date: <u>10/24/2023   13:54 PDT</u>
	<b>LEGAL REVIEW</b> Phil Weiser, Attorney General  By: <u>N/A</u>  Date: _____
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: <u>Trevor Borgonali</u> 079EB5B301F5427 Effective Date: <u>10/24/2023   14:17 PDT</u></p>	

## TABLE OF CONTENTS

1.	PARTIES .....	2
2.	TERM AND EFFECTIVE DATE .....	2
3.	DEFINITIONS .....	3
4.	STATEMENT OF WORK .....	6
5.	PAYMENTS TO CONTRACTOR .....	6
6.	REPORTING - NOTIFICATION .....	7
7.	CONTRACTOR RECORDS .....	8
8.	CONFIDENTIAL INFORMATION-STATE RECORDS .....	8
9.	CONFLICTS OF INTEREST .....	10
10.	INSURANCE .....	11
11.	BREACH OF CONTRACT .....	13
12.	REMEDIES .....	13
13.	DISPUTE RESOLUTION .....	15
14.	NOTICES AND REPRESENTATIVES .....	15
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .....	15
16.	GENERAL PROVISIONS .....	17
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) .....	19
	EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM .....	1
	EXHIBIT B, STATEMENT OF WORK .....	1
	EXHIBIT C, RATES .....	1
	EXHIBIT D, TERMINOLOGY .....	1
	EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS .....	1
	EXHIBIT F, SAMPLE OPTION LETTER .....	1
	EXHIBIT G, FEDERAL PROVISIONS .....	1
	EXHIBIT H, PII CERTIFICATION .....	1
	EXHIBIT I, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS .....	1
	EXHIBIT J, SUBRECIPIENT OF FEDERAL AWARD STATUS .....	1

## 1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State," the "Department," or "HCPF") and Contractor named on the Cover Page for this Contract (the "Contractor"). 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 Chief Procurement Officer in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§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.

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.

iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202, to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"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.
- E. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **"Contractor Pre-Existing Material"** means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. **“Colorado Open Records Act (CORA)”** means C.R.S. §24-72-200.1, *et. seq.*
- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), 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. **“End of Term Extension”** means the time period defined in **§2.D**
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. **“Extension Term”** means the time period defined in **§2.C**
- M. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- N. **“Federal Award Agency”** means a Federal agency providing a Federal Award to a Recipient. United States Department of Health and Human Services (HHS) is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- O. **“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.
- P. **“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 C.R.S. §24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- S. **“Personal Health Information (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.

- T. **“Personally Identifiable Information (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 C.R.S. §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.
- U. **“Provider”** means any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program, or the Colorado Indigent Care Program, as determined by the Department.
- V. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Contract, for the purpose of this Federal Award.
- W. **“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.
- X. **“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.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- Z. **“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.
- AA. **“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.
- BB. **“Subcontractor”** means any third party, if any, engaged by Contractor to aid in performance of the Work.
- CC. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of

such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Contract, Contractor is a Subrecipient.

- DD. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- EE. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- FF. **“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, including the terminology in Exhibit D.

#### 4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. 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.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase 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.

#### 5. **PAYMENTS TO CONTRACTOR**

##### A. **Maximum Amount**

Payments to Contractor are limited to the payment described in Exhibit B, and are based in the quantity of services performed and the number of Members served by the Contractor. 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 B, Statement of Work and Exhibit C, Rates.
- b. The State shall pay the Contractor for activities completed in accordance with the conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates within 45 days following the State’s review of the activities completed for the previous

month, so long as the documented activities correctly represents Work completed by Contractor and previously accepted by the State during the term that the payment covers. If the State determines that the amount of any payment is not correct, then Contractor shall make all changes necessary to correct that payment.

- c. The processing of a payment shall not constitute acceptance of the completion of requirements or quality any Work performed, or deliverables provided under this Contract.

- ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45<sup>th</sup> day at the rate of one percent per month, as required by C.R.S. §24-30-202(24)(a), 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**.

## 6. REPORTING - NOTIFICATION

### A. 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 of this Contract.

## **7. CONTRACTOR RECORDS**

### **A. Maintenance**

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

### **B. Inspection**

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

### **C. Monitoring**

The State, the federal government, and any other duly authorized agent of a governmental agency in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. 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 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 issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole

discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings. 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.

E. 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 H on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit H 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's 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 and 1 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, 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 7 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 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 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 7 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 7 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 of Contract**

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

#### **a. Obligations and Rights**

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. 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 C.R.S. §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**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 on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Sheet of 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 by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

**16. 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 §16.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. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. 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.

M. Survival of Certain Contract Terms

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

N. 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.

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §16.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.

**P. 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.

**Q. CORA Disclosure**

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

**R. 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.

**S. 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.

**T. Additional Provisions**

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

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

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), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

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

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place

appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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.

## **EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM**

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.
- i. 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.
- ii. 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.
- iii. 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

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

## **EXHIBIT B, STATEMENT OF WORK**

### **1. CASE MANAGEMENT OBLIGATIONS**

#### **1.1. Contractor's Obligations**

1.1.1. The Contractor shall provide case management activities outlined in this Contract for the following Home and Community Based Services (HCBS) waivers, Non-HCBS programs, and State General Fund programs:

- 1.1.1.1. Family Support Services Program (FSSP)
- 1.1.1.2. HCBS Children with a Life Limiting Illness Waiver (HCBS-CLLI)
- 1.1.1.3. HCBS Children's Extensive Supports Waiver (HCBS-CES)
- 1.1.1.4. HCBS Children's Habilitation Residential Program Waiver (HCBS-CHRP)
- 1.1.1.5. HCBS Community Mental Health Supports Waiver (HCBS-CMHS)
- 1.1.1.6. HCBS Complimentary and Integrative Health Waiver (HCBS-CIH)
- 1.1.1.7. HCBS Developmental Disabilities Waiver (HCBS-DD)
- 1.1.1.8. HCBS Persons who are Elderly, Blind and Disabled Waiver (HCBS-EBD)
- 1.1.1.9. HCBS Persons with Brain Injury Waiver (HCBS-BI)
- 1.1.1.10. HCBS Supported Living Services Waiver (HCBS-SLS)
- 1.1.1.11. Hospital Back-Up Program (HBU)
- 1.1.1.12. Intermediate Care Facilities-Intellectual and Developmental Disabilities (ICF-IDD)
- 1.1.1.13. Long Term Home Health (LTHH)
- 1.1.1.14. Nursing Facilities (NF)
- 1.1.1.15. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)
- 1.1.1.16. Program for All-Inclusive Care for the Elderly (PACE)
- 1.1.1.17. State Supported Living Services Program (State SLS)

1.1.2. The Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, State law, rules and regulations of the Department of Health Care Policy and Financing which include, but are not limited to:

- 1.1.2.1. Colorado Revised Statutes, Title 25.5, Article 6, Sections 104 through and including 107.
- 1.1.2.2. Colorado Revised Statute, Title 25.5, Article 10 et seq.,
- 1.1.2.3. Colorado Department of Health Care Policy and Financing written communications.
- 1.1.2.4. Colorado Department of Public Health and Environment at 6 C.C.R. 1011-1 et seq.,
- 1.1.2.5. Colorado Department of Human Services 12 C.C.R. 2509-8 7.700 et seq.
- 1.1.2.6. All State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to:
  - 1.1.2.6.1. FSSP 10 CCR 2505-10, Sections 8.613 et seq.,
  - 1.1.2.6.2. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409 et seq.,



- 1.1.2.6.3. Long Term Care Single Entry Point System - 10 CCR 2505-10, Section 8.393 et seq.,
- 1.1.2.6.4. HCBS-B – 10 CCR 2505-10, Section 8.515 et seq.,
- 1.1.2.6.5. HCBS-CES, 10 C.C.R. 2505-10 Section 8.503 et seq.,
- 1.1.2.6.6. HCBS-CHRP, 10 C.C.R. 2505-10 Section 8.508 et seq.,
- 1.1.2.6.7. HCBS-CIH 10 CCR 2505-10, Section 8.517 et seq.,
- 1.1.2.6.8. HCBS-CLLI 10 CCR 2505-10, Section 8.504 et seq.,
- 1.1.2.6.9. HCBS-CMHS 10 CCR 2505-10, Section 8.509 et seq.,
- 1.1.2.6.10. HCBS-DD, 10 C.C.R. 2505-10 Sections 8.500 to 8.500.80 et seq.,
- 1.1.2.6.11. HCBS-EBD 10 CCR 2505-10, Sections 8.485 through 8.486 et seq.,
- 1.1.2.6.12. HCBS-SLS, 10 C.C.R. 2505-10 Sections 8.500.90 to 8.500.102 et seq.,
- 1.1.2.6.13. PACE Section 25.5-5-412, Section 6a-b., C.R.S et seq.,
- 1.1.2.6.14. Services for Individuals with Intellectual and Developmental Disabilities, 10 CCR 2505-10 Section 8.600 et seq.,
- 1.1.2.6.15. State SLS Program, 10 CCR 2505-10, Section 8.501 et seq.,
- 1.1.2.6.16. Recipient Appeals, 10 CCR 2505-10, Section 8.057 et seq.,
- 1.1.2.6.17. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Chapter I, Chapter II, Part 200 et al.
- 1.1.3. The Contractor shall perform its obligations in conformity with the provisions of Title XIX of the Social Security Act and other applicable federal and state laws and regulations.
- 1.1.4. The Contractor shall ensure applicant and Member and individual rights are protected in accordance with Title XIX of the Social Security Act, other applicable federal and state laws, and Department regulations.
- 1.1.5. The Contractor shall comply with written Operational Memos, policies, procedures, and guidance issued by the Department.
- 1.1.6. The Contractor shall submit LTHH PARs in accordance with 10 CCR 2505-10 8.519.14.A.3.
- 1.1.7. The general Business Functions of the Contractor shall include, but is not limited to, all the following:
  - 1.1.7.1. The Contractor shall maintain a physical, publicly accessible, and Americans with Disability Act (ADA) compliant office within the Defined Service Area and appropriate staffing pattern to serve the Defined Service Area.
    - 1.1.7.1.1. The Contractor shall ensure adequate staffing through virtual or in-person services throughout the Defined Service Area in addition to a physical office space, providing access to its office for staff, Members, families, services providers, and others to best meet the needs of individuals based on individual preferences
    - 1.1.7.1.2. The Contractor shall have the ability for case managers to travel, regional coverage, and provide all required Work for the counties in which the agency operates.
    - 1.1.7.1.3. Regular business office hours of operation shall follow a Monday through Friday schedule except for federal, state, or local holidays and unplanned closures due to

inclement weather or other emergencies. Regular business office hours must be posted and made available to the public.

- 1.1.7.2. The Contractor shall have internal procedures for accommodating individuals, Members, and families who need assistance or consultation outside regular business office hours.
- 1.1.7.3. The Contractor shall have an emergency on-call procedure to respond to crisis situations outside of regular business hours. Procedures must clearly document how the Contractor will ensure timely response to emergency situations such as hospital discharges, risk of homelessness, unexpected termination of residential services, etc. The Contractor shall make the procedure available to the Department upon request. The Contractor shall notify individuals, Members, families, providers, and community partners of the procedures and make it readily available through a variety of methods.
- 1.1.7.4. The Contractor shall have an internal policy and procedure to respond to all telephone calls, voicemails, and emails from Members and families on average within two Business Days of receipt by the Contractor.
- 1.1.7.5. The Contractor shall overcome any geographic barriers within the Defined Service Area, including distance from the agency office to provide timely assessment and case management services to individuals, Members and families, as required by Contract, Federal or State statutes and regulations. This may include staff who reside throughout the Defined Service Area to best meet the needs of individuals and members.
- 1.1.7.6. The Contractor shall protect Members' rights as they relate to the responsibilities of Case Management Agencies as described in this Contract.
- 1.1.7.7. The Contractor shall provide access to a telephone system and trained staff to ensure timely response to messages and telephone calls received after hours.
- 1.1.7.8. The Contractor shall provide access to telecommunication devices and/or interpreters for the hearing and vocally impaired and foreign language interpreters as needed to fulfil all Work. The Contractor shall conduct an assessment of the communication needs of the Members they serve and ensure their interpretation and telecommunication services sufficiently meet the Member's need in a timely fashion.
- 1.1.7.9. The Contractor shall follow communication standards set by the Department which includes, but is not limited to Memo Series, technical assistance documents, Provider Bulletins, training documents, and email correspondence.
- 1.1.7.10. The Contractor shall support the Department's National Core Indicators (NCI) efforts.
- 1.1.7.11. The Contractor shall support the Department's Equity, Diversity, Inclusion, and Accessibility (EDIA) efforts to include participation in a Department led EDIA assessment and survey. The Contractor shall have a written policy and procedure on the agency's commitment to equity, diversity, inclusion and accessibility that includes approaches to confronting racism and building opportunity for inclusion that promotes equitable treatment of historically underserved and marginalized communities. The Contractor shall make the policy and procedure available to the Department upon request.
- 1.1.7.12. The Contractor shall enroll and act as a Medicaid Targeted Case Management (TCM) provider for all HCBS waivers and enroll as a provider of CHCBS case management services to include, but not limited to, providing ongoing case management and monitoring activities for the Defined Service Area.

- 1.1.7.13. The Contractor may be granted a Conflict Free Case Management Waiver (CFCMW) by the Department to provide specific HCBS services within the Defined Service Area when one is necessary to maintain services in rural and frontier service areas.
- 1.1.7.13.1. The Contractor shall obtain and maintain approval for the CFCMW throughout the Contract Period to meet program requirements for a Case Management Agency.
- 1.1.7.13.2. The Department reserves the right to revoke the Contractor's CFCMW at any time.
- 1.1.7.13.3. The Contractor shall submit an annual report to the Department that includes, but is not limited to, the following information:
  - 1.1.7.13.3.1. Written processes in place to ensure remediation of conflict and separation of entities.
  - 1.1.7.13.3.2. Documentation of Member choice and informed consent of the conflict of the agency being selected.
  - 1.1.7.13.3.3. A summary of the individuals participating in direct services and case management at the agency with the CFCMW.
  - 1.1.7.13.3.4. Policies and procedures outlining how the Contractor will validate that there are no other willing and qualified providers in their Defined Service Area with capacity to provide services for all eligible members in the service area.
  - 1.1.7.13.3.5. How the Contractor is supporting the recruitment of providers in their area to remediate conflict.
- 1.1.7.13.4. If the contractor is denied a CFCMW for any reason, or one is revoked, the Contractor must have documented written plans for transitioning individuals and Members. The Contractor shall continue to provide services until a transition may be successfully implemented
- 1.1.7.13.5. **DELIVERABLE:** Annual report and written processes and procedures on implementing rural exception and only willing and qualified provider requirements for CMAs that have been granted a CFCMW.
- 1.1.7.13.6. **DUE:** June 15th of each year or prior to contract renewal for CMAs with an approved rural exception

## 1.2. **Collaboration with other Care Coordination Entities and Case Management Agencies**

- 1.2.1. The Contractor shall comply with written communication from the Department, provided by the Department, between the Contractor and community partners and service providers that outline how the Contractor will work together with these partners to coordinate care and better serve individuals and Members. The Contractor shall establish written memorandum of understanding with local care coordination entities that outline roles and responsibilities, avoidance of duplication of effort, and communication expectations. The Contractor is responsible for streamlining the Member experience to ensure full range of Medicaid services are being offered and accessed based on the Member's needs. As applicable, a memorandum of understanding shall address partnerships with:
  - 1.2.1.1. **Regional Accountable Entities (RAE)**
    - 1.2.1.1.1. The RAE is responsible for coordinating for physical health services and providing and arranging for behavioral health services, including, but not limited to mental health services or other non-waiver behavioral services and supports available

through Medicaid. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Members.

- 1.2.1.1.2. The Contractor shall ensure collaboration with RAEs occurs for all shared Members that need care coordination services for physical, mental and behavioral health services. The Contractor shall identify which community agencies are responsible for facilitation, follow-up, and solution focused on next steps for each Member collaboration.
- 1.2.1.1.3. The Contractor shall collaborate with the appropriate RAE when a Member needs assistance in accessing or coordinating the Member's physical, behavioral, or mental health needs. This shall include but is not limited to Members who have complex medical or behavioral support needs, change of conditions or involvement with Child Welfare or Adult Protection.
- 1.2.1.1.4. Coordinating with the RAE for shared Members who admit to a hospital, to include, but not limited to, communicating reasons for admission, Member's hospital status, and plans for discharge.
- 1.2.1.1.5. Collaborating with the RAE for shared Members discharging from the hospital to ensure all support needs are reflected in the Support Plan and the Member is connected to the necessary services to support a successful discharge.
- 1.2.1.1.6. Enter into a data sharing arrangement for the sharing of all necessary information for the RAE to assist Members in accessing and coordinating physical and behavioral health needs.
- 1.2.1.1.7. The Contractor shall create a complex and creative solutions process with the RAE(s) and designated staff to address needs spanning multiple Medicaid systems for all shared Members. This shall include, but not be limited to a regularly scheduled joint coordination meeting at a cadence that best meets the members needs to ensure holistic case management and care coordination.
- 1.2.1.1.8. The Contractor shall honor Member's preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.
- 1.2.1.1.9. The Contractor shall work with the Department to identify a Key Performance Indicator (KPI) to measure the effectiveness of coordination between Contractor and RAE.

## 1.2.2. **Medicaid Eligibility Sites**

- 1.2.2.1. County department of human/social services (counties) and Medical Assistance (MA) Sites are designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs. The role of county departments, specified in CRS 25.5-1-118, is specific to the responsibility for the local administration of Medical Assistance. Additionally, the Department is authorized to establish MA sites by statute (CRS 25.5-4-

205 et seq). Counties and MA Sites use the Colorado Benefits Management System (CBMS) to determine eligibility for Child Health Plan Plus (CHP+) and Health First Colorado (Colorado's Medicaid Program) programs.

1.2.2.2. The Contractor shall ensure collaboration with all county and Medical Assistance sites pertaining to application, renewal, case changes or re-application status for members in the Contractor's designated service area.

1.2.2.3. The Contractor shall collaborate with the appropriate counties and/or Medical Assistance sites in order to ensure proper follow up and communication to support members in obtaining and maintaining their benefits.

### 1.2.3. **Community Centered Boards**

1.2.3.1. Community Centered Boards (CCB) are the agencies responsible for leveraging local and regional resources to meet unmet needs for individuals with Intellectual and Developmental Disabilities (IDD) and their families.

1.2.3.2. The Contractor shall collaborate with CCBs, this may include, but is not limited to:

1.2.3.2.1. Receiving referrals or sharing information necessary for the CCB and/or CMA to assist individuals and Members in accessing LTSS programs targeted for individuals with intellectual and developmental disabilities or children with disabilities.

1.2.3.2.2. Coordinating care for non-waiver services for members with intellectual and developmental disabilities where applicable or appropriate.

### 1.3. **Qualification and Training Requirements**

1.3.1. Contractor's personnel, including, but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.519 et seq.

1.3.2. The Contractor shall ensure all case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.519 et seq.

1.3.3. The Contractor shall ensure all staff assigned to perform the Work in this Contract pass competency-based training requirements as defined by the Department including, but not limited to disability/cultural competency, person centeredness, soft skills, as well as program specific knowledge and skills.

1.3.4. The Contractor shall ensure that all case management staff receive training within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. All other case management staff must receive retraining as required by the Department, a Department approved vendor, or the Contractor.

1.3.5. Training modalities may include the Departments Learning Management System (LMS), web-based training, virtual instructor-led training, in-person training sessions and training materials available on the Department website. The Contractor shall utilize training materials provided by the Department.

1.3.6. Required Case Management Training includes, but is not limited to:

1.3.6.1. Applicable Federal and State laws and regulations for LTSS programs

1.3.6.2. Critical Incident Reporting

1.3.6.3. Determination of Developmental Disability or Delay



- 1.3.6.4. Disability and Cultural Competency
- 1.3.6.5. Equity, Diversity, Inclusion and Accessibility (EDIA)
- 1.3.6.6. Intake and Referral
- 1.3.6.7. Level of Care Screen and Needs Assessment (Colorado Single Assessment) or Department Prescribed Tools
- 1.3.6.8. Long-Term Home Health (LTHH)
- 1.3.6.9. Long-Term Services and Supports Eligibility
- 1.3.6.10. Mandatory Reporting
- 1.3.6.11. Notices and Appeals
- 1.3.6.12. Nursing Facility Admissions
- 1.3.6.13. Participant Directed Training
- 1.3.6.14. Person-Centered Support Planning and Person-Centered Support Plan
- 1.3.6.15. Pre-Admission Screening and Resident Review (PASRR)
- 1.3.6.16. State General Fund Program Ongoing Case Management
- 1.3.6.17. State General Fund Program Requirements and Services
- 1.3.6.18. System Documentation
- 1.3.6.19. Waiver Requirements and Services
- 1.3.7. **DELIVERABLE:** Case Management Training
- 1.3.8. **DUE:** Semi-Annually, trainings held between July 1<sup>st</sup> and December 31<sup>st</sup> are due January 15<sup>th</sup>, and trainings held between January 1<sup>st</sup> through June 29<sup>th</sup> are due June 30<sup>th</sup>.
- 1.3.9. The Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request. Supporting documentation must include the name and description of the training, date the training was held, case managers in attendance, and trainer sign off showing the case manager completed the training.
- 1.3.10. There will be no exemptions to the above list of required trainings as all case managers shall have a basic knowledge of all case management activities regardless of ongoing duties.
- 1.3.11. Case Managers shall meet competency requirements determined by the Department to perform case management tasks including the correct application of the Colorado Single Assessment and Person-Centered Support Plan. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.
- 1.3.12. The Contractor shall participate in Department trainings, which will be tracked by the Department. Participation can be at the time of the presented training or, if applicable, following the training using the materials available from the Department's website or LMS.
- 1.3.13. For Case Managers who have a documented minimum of one-year immediate prior work experience at a different Colorado CMA, the Contractor may assign independent case management activities once the Contractor has verified that the Case Manager's training requirements were previously met.

- 1.3.14. The Contractor may elect to perform additional training not outlined in the Contract, but applicable to the Scope of Work, which may include mental health first aid, crisis intervention, and trauma informed care. The Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.
- 1.3.15. Case Management staff are required to retake training to address and remediate performance concerns as directed by the Department.
- 1.3.16. The Contractor shall provide the date all case management staff, including new and existing staff, were hired and the dates of received training in the areas identified in Section 1.2.3, using the reporting template provided by the Department for review, approval and payment.
- 1.3.17. Case Managers shall receive oversight reviews of their performance including their competency with completing the Level of Care Screen. The Contractor shall shadow case management staff completing the Level of Care Screen on an annual basis and prior to the end of each Contract Fiscal year to establish case manager's competency administering the Level of Care Screen. Documentation on case manager performance shall be maintained by the Contractor and provided to the Department upon request. Supervisors, lead workers, or a case manager with at least three years of case management experience may perform the shadowing.

#### **1.4. Care and Case Management (CCM) System Training**

- 1.4.1. The Contractor shall participate in all trainings required by the Department for the Care and Case Management (CCM) Information Technology system and the new Colorado Single Assessment and Person-Centered Support Plan.
  - 1.4.1.1. Staff employed by the Contractor shall participate in training on the Colorado Single Assessment and Person-Centered Support Plan instruments prior to performing the LOC Screen, Needs Assessment, or Person-Centered Support Plan.
  - 1.4.1.2. DELIVERABLE: Completed Case Management Training on the Colorado Single Assessment, or Person-Centered Support Plan.
  - 1.4.1.3. DUE: No later than June 15th

#### **1.5. Complaints**

- 1.5.1. The Contractor shall develop and maintain a formal complaints procedure, notify Members annually of the procedures, and make the procedure publicly available. Procedures must include requirements for member notification in accordance with 10 CCR 2505-10 9.519.20 and 10 CCR 2505-10 8.605.
- 1.5.2. The Contractor shall receive, document and track any complaint received by the Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, State General Funded Programs, and case management functions outlined in this Contract. Complaints received outside of the scope of this Contract shall not be included. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.
- 1.5.3. The Contractor shall submit all complaints to the Community Advisory Committee for review, feedback and input on resolving complaints..

- 1.5.4. The Contractor shall analyze complaints for trends quarterly and shall submit all complaint-oriented trends observed since the Effective Date of this Contract and the remedial actions taken to address them to the Department.
- 1.5.5. Trend analysis shall include an examination of information including, but not limited to:
  - 1.5.5.1. A comparison of complaint types and number of complaints over a period of time.
  - 1.5.5.2. Number of type of complaint against the Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.
  - 1.5.5.3. An examination of potential reasons for the increase or decrease in complaints by total number, subcontractor, individual, or staff.
  - 1.5.5.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.
  - 1.5.5.5. Implementation of a plan of action or any future actions to take place.
  - 1.5.5.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.
  - 1.5.5.7. As part of the complaint process the Contractor shall include, but is not limited to, all of the following:
    - 1.5.5.7.1. Document complaints received
    - 1.5.5.7.2. Address substantiated complaints
    - 1.5.5.7.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints
    - 1.5.5.7.4. Conduct a quarterly trend analysis of all complaints received for the full period of the Contract.
  - 1.5.5.8. The Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.
  - 1.5.5.9. If the Contractor received no complaints during the quarter, the Contractor may submit the Complaint Trends Analysis to the Department identifying no complaints were reported during the quarter.
  - 1.5.5.10. If Contractor received less than five complaints during the quarter and cannot establish a complaint trend, the Contractor may submit the Complaint Trends Analysis to the Department with the complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.
  - 1.5.5.11. The Contractor shall submit the Complaint Trends Analysis to the Department for review and approval.
    - 1.5.5.11.1. **DELIVERABLE:** Complaint Trend Analysis
    - 1.5.5.11.2. **DUE:** Quarterly, by October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup> and June 15<sup>th</sup> of each year.
- 1.6. **Continuous Quality Improvement Plan**
  - 1.6.1. The Contractor shall create and implement a Continuous Quality Improvement Plan for the contract period. The Continuous Quality Improvement Plan shall include, but not be limited to a description of the following:

- 1.6.1.1. How the Contractor oversees the work performed by Case Managers as outlined in the contract to ensure all tasks are being performed according to the requirements.
- 1.6.1.2. How the Contractor reviews work to determine whether the work is being completed in a correct and high-quality manner.
- 1.6.1.3. How the Contractor identifies and addresses Case Management performance issues.
- 1.6.1.4. How the Contractor notifies the Department of identified performance issues.
- 1.6.1.5. How the Contractor will address at a minimum the following areas: operations, quality controls, staffing, training, and community engagement. Required tasks will be outlined in Department template that will be provided to the Contractor yearly.
- 1.6.1.6. The Contractor shall participate in the Department hosted Quality Community of Practice.
- 1.6.2. The Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment. The Department will establish a regularly scheduled cadence with the Contractor to review and discuss the CQI Plan, data, and agency specific quality dashboard. The Contractor shall review the plan and metrics with the Department annually.
  - 1.6.2.1. **DELIVERABLE:** Continuous Quality Improvement Plan
  - 1.6.2.2. **DUE:** Within 90 Business Days after the Effective Date
- 1.6.3. The Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes. The Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed, and changes were not required.
  - 1.6.3.1. **DELIVERABLE:** Continuous Quality Improvement Plan Update
  - 1.6.3.2. **DUE:** Annually, by October 1st

## 1.7. Appeals

- 1.7.1. The Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10 8.500.16 et seq., 10 CCR 2505-10 8.51922, and 10 CCR 2505-10 Sections 8.057 et. seq. in all HCBS, LTHH, PACE, Hospital Back-Up Facilities, and Nursing Facility appeals initiated during this Contract. This section does not apply to State General Fund Programs. The Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.
  - 1.7.1.1. The Contractor shall identify and disclose to the Department immediately, and no later than 45 days prior to a scheduled appeal hearing, any conflict of interest that would interfere with the Contractor's ability to represent the Department in any appeal.
- 1.7.2. The Contractor shall represent its actions at Administrative Law Judge hearings when the individual or Member appeals a denial or adverse action affecting individual's or Member's program eligibility or receipt of services.
- 1.7.3. The Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
- 1.7.4. The Contractor shall develop an Appeals Packet which contains all relevant documentation to support the Contractor's denial or adverse action.

- 1.7.5. The Contractor shall develop an Appeals Packet no later than 20 Business Days prior to the date of a scheduled hearing.
- 1.7.6. The Contractor shall submit exceptions when applicable and include all relevant information.
- 1.7.7. The Contractor shall cooperate with the Office of the State Attorney General for any case in which it is involved.
- 1.7.8. The Contractor shall document all appeals where the Contractor attends any hearing in an Administrative Law Court.
- 1.7.9. The Contractor shall make the Appeal Packets available to the Department upon request.
- 1.7.10. The Contractor shall document all Appeals Creation of the Packet and Attendance at the Hearing information, no later than the 10th day of the month following the month when the packet or hearing was completed, and follow-up in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of Appeal Packets completed and number of Hearings attended for payment purposes.
- 1.7.10.1. **PERFORMANCE STANDARD:** 100% of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the 10th day of the month following the month when the packet or hearing was completed.

## 1.8. Critical Incidents

### 1.8.1. Critical Incident Reporting

- 1.8.1.1. The Contractor shall be responsible for entering critical incident reports (CIR) in the Department prescribed system as soon as possible, but no later than 24 hours (one business day) following notification.
- 1.8.1.2. The Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-3-301 through 19-3-318 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code - Duty to Report a Crime), 18-6.5-108 C.R.S. (Colorado Criminal Code-Wrongs to At-Risk Adults), and Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).
- 1.8.1.3. The Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation.

### 1.8.2. Critical Incident Follow-Up Completion and Entry

- 1.8.2.1. The Contractor shall ensure all CIRs follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization.
- 1.8.2.2. Timelines for follow up are determined by the Department and depend on the type and severity of the CIR. The following are general timelines assigned to remediation and CIR follow up:
  - 1.8.2.2.1. High Priority Follow Up- CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within 24-48 hours.



- 1.8.2.2.2. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within three to four Business Days.
- 1.8.2.2.3. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow up for CIRs in this category must be completed and entered within five Business Days.
- 1.8.2.3. **PERFORMANCE STANDARD:** 90% of all CIRs assigned follow-up is completed and entered into the Department’s prescribed system within the timelines established by the Department and/or the Department’s Quality Improvement Organization each quarter.

## 1.9. Investigations

- 1.9.1. The Contractor shall insure all allegations of abuse, neglect, and exploitation for members enrolled in HCBS-CES, HCBS-CHRP, HCBS-DD, HCBS-SLS, State SLS, OBRA-SS, and FSSP are investigated and documented according to the Department’s prescribed system.
- 1.9.2. Investigations shall include, but is not limited to: examination of Critical Incident Reports, log notes, and medical documentation related to the member; documented interviews with the waiver participant, guardian, and support staff as appropriate; documentation regarding any questions not resolved by a law enforcement or county investigation (e.g., provider training, program management supervision, etc.); documentation of follow-up, preventative strategies and outcomes of reviews and assessments regarding the allegations and incident; the examination incident report and preliminary results of the investigation, a summary of the investigative procedures utilized, the full investigative finding, the actions taken, and Human Rights Committee review of the investigative report and the action taken on recommendations made by the committee.

## 1.10. Human Rights Committee (HRC)

- 1.10.1. The Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to §25.5-10-209(h), C.R.S. and 10 C.C.R. 2505-10 Section 8.608.5 et seq. The Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.
- 1.10.2. The Contractor shall submit a list of HRC members annually.
  - 1.10.2.1. **DELIVERABLE:** HRC Member List
  - 1.10.2.2. **DUE:** Annually, by August 15<sup>th</sup>
- 1.10.3. The Contractor shall notify the Department of any changes to the HRC members within 10 Business Days of the date of change.
  - 1.10.3.1. **DELIVERABLE:** HRC Member Updates
  - 1.10.3.2. **DUE:** Within 10 Business Days of the date of change to the HRC members
- 1.10.4. The Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons enrolled in HCBS-CES, HCBS-CHRP, HCBS-SLS, HCBS-DD, State SLS,

OBRA-SS, and FSSP. The HRC is an advisory and review body to the administration of the Contractor.

- 1.10.5. The Contractor shall develop policies and procedures to assure that all potential conflicts of interest are addressed. The Contractor shall utilize the Department's required universal documents for all HRC reviews.
- 1.10.6. The Contractor shall orient members regarding the duties and responsibilities of the Human Rights Committee and make this information available to the Department upon request.
- 1.10.7. The Contractor shall provide the HRC with the necessary staff support to facilitate its functions.
- 1.10.8. The Contractor shall keep proper documentation and record of all HRC recommendations and assure that all documentation is a part of the individual's master record.
- 1.10.9. The Contractor shall maintain and submit HRC meeting minutes, attendance logs, and supporting documentation related to an HRC meeting to the Department within 10 Business Days of receiving the request.
- 1.10.10. The Contractor shall notify the Department in writing of any changes to the HRC membership within 10 Business Days.
- 1.10.11. The Contractor shall document all reviews within the Department's prescribed system within 10 Business Days of the date of the HRC review.

## **2. PRE-ENROLLMENT ACTIVITIES**

### **2.1. Intake, Screening and Referral**

- 2.1.1. The Contractor shall perform all intake, screening and referral functions/activities for enrollment into the following waivers and programs:
  - 2.1.1.1. CHCBS
  - 2.1.1.2. Consumer-Directed Attendant Support Services (CDASS)
  - 2.1.1.3. Family Support Services Program (FSSP)
  - 2.1.1.4. HCBS-BI
  - 2.1.1.5. HCBS-CES
  - 2.1.1.6. HCBS-CHRP
  - 2.1.1.7. HCBS-CIH
  - 2.1.1.8. HCBS-CLLI
  - 2.1.1.9. HCBS-CMHS
  - 2.1.1.10. HCBS-DD
  - 2.1.1.11. HCBS-EBD
  - 2.1.1.12. HCBS-SLS
  - 2.1.1.13. Hospital Back-Up
  - 2.1.1.14. In Home Supports and Services (IHSS)

- 2.1.1.15. Intermediate Care Facilities for Individuals with Intellectual and Developmental Disabilities (ICF/IID)
- 2.1.1.16. Nursing Facilities
- 2.1.1.17. Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS)
- 2.1.1.18. PACE
- 2.1.1.19. State Supported Living Services Program (State SLS)
- 2.1.2. The Contractor shall perform all intake, screening and referral functions/activities in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.500.1 and 8.393.2.B. et seq., shall include, but not limited to, the following:
  - 2.1.2.1. Facilitating the Medicaid application process and responding to all referrals of potentially eligible individuals within two Business Days of receipt of the referral.
  - 2.1.2.2. Processing information regarding an individual's Medicaid eligibility within two Business Days of receipt from the eligibility site.
  - 2.1.2.3. Ask referring agencies to complete and submit an intake and screening form to initiate the process.
  - 2.1.2.4. Providing information and referral to other agencies as needed.
  - 2.1.2.5. Making initial contact with individuals to include a preliminary screening in the following areas:
    - 2.1.2.5.1. An individual's need for LTSS.
    - 2.1.2.5.2. An individual's need for referral to other programs or services.
    - 2.1.2.5.3. An individual's eligibility status for financial and program assistance.
    - 2.1.2.5.4. The need for a Level of Care Screen and Needs Assessment.
    - 2.1.2.5.5. Maintain individual and Member records including documentation of the referrals and outcome utilizing the Department's prescribed system.
    - 2.1.2.5.6. The Contractor shall ensure documentation includes the individual's need for LTSS and/or the individual's request for a Level of Care Screen and Needs Assessment, even though the intake screening indicates the individual may not be eligible for LTSS.
    - 2.1.2.5.7. Individuals shall be notified at the time of the decision of their application for publicly funded LTSS that they have the right to appeal actions of the Contractor according to 10 CCR 2505-10 section 8.5007 and 8.519.22 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
  - 2.1.2.6. **PERFORMANCE STANDARD:** 100% of Referrals are entered into the Department prescribed system within two Business Days of the Referral receipt date.

## 2.2. Individual/Member Records

- 2.2.1. The Contractor shall:
  - 2.2.1.1. Comply with all reporting and billing policies and procedures established by the Department, document individual and Member records within the Department's prescribed systems and adhere to the system requirements provided by the Department

for these systems. Systems include, but are not limited to, the Colorado interChange Medicaid Management Information System (MMIS) and its subsystems: Bridge HCBS PAR subsystem and the Care and Case Management (CCM) System. The Contractor shall also have access to member eligibility, PAR, and claims data through reporting provided through a COGNOS data query application.

- 2.2.1.2. Maintain individual and Member records within the Department's prescribed systems for the purposes of individual and Member information management.
- 2.2.1.3. Maintain accurate and detailed documentation of all case management and State General Fund Program activities required through the Contract.
- 2.2.1.4. Maintain accurate and detailed supporting documentation of all activities required through this Contract to substantiate reimbursement and make all documentation available to the Department upon request if not documented within the Department's prescribed systems.
- 2.2.1.5. Correct 100% of data errors, discovered by the Department, and confirm the accuracy of the data it enters into the Department prescribed system within 10 Business Days of notification from the Department of an error.
- 2.2.1.5.1. **PERFORMANCE STANDARD:** 100% of data errors corrected within 10 Business Days of notification.

### 2.3. **Developmental Disability and Delay Determinations**

- 2.3.1. The Contractor shall determine whether an applicant meets the definition of an Individual with a Developmental Disability or Delay as defined under 10 CCR 2505-10, section 8.600.4 et seq. and 8.508.20T et seq., in accordance with 10 C.C.R. 2505-10 section 8.607.2 et seq.
- 2.3.2. The Contractor may expedite psychological or adaptive behavior testing for Developmental Disability Determinations requested to complete PASRR Level II assessments for individuals residing in skilled nursing facilities when there are delays due to issues identifying a provider or scheduling testing with a provider.
- 2.3.2.1. The Contractor shall maintain all supporting documentation related to the expedited testing for DD Determination and make it available to the Department upon request.
- 2.3.3. The Contractor shall complete the individual's determination record and assessment record in the Department prescribed system with all applicable dates and information within 10 Business Days after a determination is complete.
- 2.3.4. The Contractor shall maintain the individual's determination, documents, and request forms and make them available to the Department upon request or to another CMA upon transfer.
- 2.3.5. The Contractor shall ensure that all determinations are complete, in accordance with Department regulations, and the individual has been determined to have a disability or delay prior to enrollment into HCBS-DD, HCBS-SLS, HCBS-CHRP, HCBS-CES, State SLS, FSSP, and OBRA-SS.
- 2.3.6. Individuals shall be notified at the time of the decision of the determination that they have the right to appeal actions of the Contractor to 10 CCR 2505-10 sections 8.500.16 et seq., 8.519.22 et seq., and 8.393.3.A.b et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

### 2.4. **Waiting List Management**

- 2.4.1. The Contractor shall maintain a program specific waiting list within the Department's prescribed system for all eligible individuals for whom funding is not available. Waiting lists may be applicable for HCBS-DD, State SLS, and FSSP dependent on available funding. The Contractor shall not maintain a waiting list for any of the other programs included within this Contract. When funding has been made available for an individual the contractor will remove the person from the "As Soon As Available" (ASAA) waiting list within 10 Business Days.
- 2.4.2. The name of a person eligible for the program shall be placed on the waiting list by the Contractor making the eligibility determination.
- 2.4.3. When an eligible person is placed on the waiting list for Waiver services, a written notice of action including information regarding individual rights and appeals shall be sent to the person or the person's legal guardian in accordance with the provisions of 10 C.C.R. 2505-10 8.519.22 et seq.
- 2.4.4. The placement date used to establish a person's order on an HCBS waiver waiting list shall be:
  - 2.4.4.1. The date on which the person was initially determined to have a developmental disability by the Contractor; or
  - 2.4.4.2. The 14<sup>th</sup> birth date if a child is determined to have a developmental disability by the Contractor prior to the age of 14.
- 2.4.5. When an individual is eligible for a program and funding is not available, the Contractor shall:
  - 2.4.5.1. Verify demographic information.
  - 2.4.5.2. Compile and correct data.
- 2.4.6. The Contractor shall complete data entry of Waiting List record into the Department prescribed system within 10 Business Days of any addition or change to the Waiting List.
- 2.4.7. The Contractor shall conduct and document, in the Department prescribed case management system, an annual follow-up with individuals 18 and older for all HCBS waivers with a Waiting List timeline of ASAA, Safety Net (SN), or "see date" to update changes in demographic information and ensure the individual is appropriately identified on waiting lists for the program and services the individual is eligible to receive.
  - 2.4.7.1. **PERFORMANCE STANDARD:** One 100% of HCBS individuals 18 and older with an ASAA, SN, or "see date" timeline on the Waiting List are contacted annually.

## 2.5. Program Enrollment from the Waiting List

### 2.5.1. HCBS-DD Enrollment from the Waiting List

- 2.5.1.1. When an enrollment becomes available from the HCBS-DD Waiting List, the Department will notify the Contractor of the individual who will be offered an enrollment by the order of selection date.
- 2.5.1.2. The Contractor shall notify the individual of the enrollment offer within five Business Days. The Contractor shall make three attempts to contact the individual within a 30-calendar day period. The Contractor shall document in the Departments prescribed system all attempts to contact the individual for the enrollment offer. If the individual does not respond to the offer of enrollment, the Contractor shall change the individuals waiting list timeline to "Safety Net".



2.5.1.3. Individuals shall be notified at the time of the enrollment offer that they have the right to appeal the actions of the Contractor to 10 CCR 2505-10 sections 8.500.16 et seq. and 8.393A et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

2.5.2. **HCBS-DD Waiting List Enrollment Capacity Building**

2.5.2.1. As appropriated and earmarked by the General Assembly, the Contractor may receive capacity building funding to support the enrollment of members into the HCBS-DD waiver from the waiting list.

2.5.2.2. The Contractor shall receive written notification of any capacity building funding for individuals enrolling into the HCBS-DD waiver from the waiting list.

2.5.2.3. If funding is allocated, the Contractor shall report how the capacity building funding was used to support the enrollment of the authorized Member(s) into the HCBS-DD waiver on a template developed by the Department. Funding must be used to support Member enrollment in the following categories:

2.5.2.3.1. Staffing Costs

2.5.2.3.2. Recruiting and hiring

2.5.2.3.3. Professional development

2.5.2.3.4. Equipment and supplies

2.5.2.3.5. Information Technology

2.5.2.3.6. Program Costs

2.5.2.3.7. Advertising

2.5.2.3.8. Equipment and supplies

2.5.2.4. **DELIVERABLE:** Capacity Building Funding Expenses

2.5.2.5. **DUE:** Quarterly, if funding is allocated, by October 31st, January 31st, April 30th, and June 15th or the Fiscal Year end close date determined by the Department

2.5.3. **FSSP Enrollment from the Waiting List**

2.5.3.1. In cooperation with the local Family Support Council, the Contractor shall develop procedures for determining how and which individuals on the Waiting List will be enrolled into FSSP. These procedures must comply with Department regulations on waiting list and prioritization of funding.

2.5.3.2. The Contractor shall select individuals from the waiting list to enroll into FSSP in accordance with 10 CCR 2505-10 8.613(D).

2.5.4. **State SLS Enrollment from the Waiting List**

2.5.4.1. The Contractor shall develop procedures for determining how and which individuals on the waiting list will be enrolled into the State SLS program in accordance with 10 C.C.R. 2505-10 Section 8.501.7. These procedures shall be made available to the Department upon request and used to select individuals from the waiting list to enroll into State SLS.

2.5.5. **Waiting List Records Maintenance**

- 2.5.5.1. The Contractor shall remove individuals from the Waiting List after an enrollment is authorized to the individual and the individual or guardian accepts or refuses the authorization for enrollment within 10 Business Days after the individual or guardian's response or the last communication attempt.
- 2.5.5.2. If an individual or guardian declines an enrollment, the Contractor shall enter the reason for declining an enrollment into the Department prescribed system Waiting List record within 10 Business Days of the enrollment being declined.
- 2.5.5.3. The Contractor shall provide information and referrals to individuals, families and/or guardians at the time of the annual follow-up.
- 2.5.5.4. The Contractor shall continue to refer individuals on the Waiting List to other community resources that may be available and inform individuals of their choice of providers, waivers, and services.
- 2.5.5.5. The Contractor shall provide assistance completing Medicaid financial applications or other public assistance program applications at the time assistance is requested by the individual, family, or guardian.
- 2.5.5.6. Individuals shall be notified at the time of the enrollment authorization that they have the right to appeal actions of the Contractor as described in 10 CCR 2505-10 section 8.500.16 et seq., 8.519.22 et seq., and 5.393.A.2 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

## 2.6. **Compilation and Correction of Waiting List Data**

- 2.6.1. The Contractor shall correct one hundred percent (100%) of Waiting List data errors, discovered by the Department within 10 Business Days of notification from the Department of an error.
- 2.6.1.1. **PERFORMANCE STANDARD:** 100% of Waiting List data corrected within 10 Business Days of notification.

## 2.7. **Authorization and Reporting of HCBS-DD Enrollments**

- 2.7.1. The Contractor shall obtain prior authorization from the Department for all enrollments into the HCBS-DD waiver.
- 2.7.2. In accordance with 10 CCR 2505 Section 8.500.7.E, the Contractor shall inform the Department of all vacancies in the HCBS-DD waiver. Vacancies shall be submitted to the Department monthly on the date and template prescribed by the Department.
- 2.7.3. Individuals shall be notified at the time of the enrollment authorization that they have the right to appeal actions of the Contractor to 10 CCR 2505-10 section 8.519 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
- 2.7.3.1. **DELIVERABLE:** HCBS-DD Vacancy Reporting
- 2.7.3.2. **DUE:** Monthly, by the 15th on the template prescribed by the Department
- 2.7.4. The Contractor shall report all enrollment dates or changes to enrollment status for the HCBS-DD waiver to the Department monthly on the date and template prescribed by the Department.
- 2.7.4.1. **DELIVERABLE:** HCBS-DD Enrollment Date and Enrollment Change Reporting

2.7.4.2. **DUE:** Monthly, by the 15th on the template prescribed by the Department

### 3. SCREENING AND ASSESSMENT

3.1. The Contractor shall perform the Level of Care (100.2) Assessment as indicated in Section 3.2 or the Level of Care Screen and Needs Assessment as indicated in Section 3.3 for each Member as directed by the Department. The Contractor shall not perform both a Level of Care Assessment (100.2) and a Level of Care Screen and Needs Assessment for the same Member unless directed to do so by the Department.

#### 3.2. Level of Care Assessment (100.2)

3.2.1. The Contractor shall provide staff that meet the case manager qualifications set forth in state statutes and regulations to perform all Level of Care Assessments.

3.2.2. The Contractor shall utilize and conduct the HCPF prescribed tools for the Initial Level of Care Assessment for all new applicants to the HCBS waivers, PACE, Nursing Facilities, Hospital Back-Up, LTHH only, and ICF-IDD. Initial Level of Care Assessment include the following Assessment Event types: Initial Review, HCBS-DD Waitlist, Deinstitutionalization (DI), and Reverse Deinstitutionalization. Continued Stay Review Level of Care Assessments include the following Assessment Event types: Continued Stay Review and Unscheduled Review.

3.2.3. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care Assessment is completed due to a significant change in the Member functioning and support needs including documented medical conditions, post hospitalization, or significant change in activities of daily living.

3.2.4. The Contractor shall conduct an Initial Level of Care Assessment in accordance with the following timelines:

3.2.4.1. 10 Business Days for individuals residing in the community, upon completion of the DD determination, when the individual requests HCBS waiver services, and upon verifying Medicaid eligibility or submission of a Medicaid application.

3.2.4.2. Five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.

3.2.4.3. Two Business Days from the date of referral for individuals residing in a hospital.

3.2.4.4. 10 Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.

3.2.4.5. 10 Business Days after receiving a referral from a provider for the PACE.

3.2.4.6. 5 Business Days after receiving a completed referral from the nursing facility.

3.2.4.7. 5 Business Days after receiving a completed approval for the CLLI Waiver.

3.2.4.8. Two Business Days after receiving a completed referral from the hospital.

3.2.5. The Contractor shall enter and verify the evaluation into the Department's prescribed system within 10 Business Days of completing the evaluation.

3.2.5.1. **PERFORMANCE STANDARD:** Initial Level of Care Assessment

- 3.2.5.2. **DUE:** Within 10 Business Days after completing the evaluation. Contractor shall verify that an individual needs an institutional level of care by receiving a Professional Medical Information Page (PMIP) signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care Assessment; and within 90 calendar days of the certification start date and before the certification end date for a Continued Stay Review (CSR) for all applicants and individuals currently receiving services through the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID). Contractor shall conduct all Level of Care Evaluations in accordance with regulations.
- 3.2.6. The Contractor shall conduct a Continued Stay Review Assessment every 12 months for Clients who are continually enrolled for the HCBS waivers, PACE, Nursing Facilities, Hospital Back-Up, LTHH only, and ICF-IDD. The Contractor shall enter the review into the Department's prescribed system within 10 Business Days of completing the evaluation.
- 3.2.6.1. **PERFORMANCE STANDARD:** Enter and verify Continued Stay Reviews within 10 Business Days after completing the assessment.
- 3.2.7. The Contractor shall enter and verify the Continued Stay Review into the Department's prescribed system within 10 Business Days of completing the assessment. Failure by Contractor to complete the annual Level of Care Assessment shall cause a break in payment authorization for waiver services for the individual or Member.
- 3.2.7.1. The Contractor shall ensure that this break in payment authorization shall not affect the continued delivery of waiver services to the individual or Member. Service costs incurred during a break in payment authorization are non-allowable costs.
- 3.2.7.2. The Contractor shall bear the sole financial responsibility of all costs incurred during this break in payment authorization and shall be responsible for reimbursing providers for any loss in funding as a result of the break in payment authorization.
- 3.2.8. The Contractor shall notify all providers of the discontinuation of services no later than 11 calendar days prior to the certification end date that services shall not be authorized past the certification end date.
- 3.3. **Level of Care Screen and Needs Assessment**
- 3.3.1. The Contractor shall perform all Initial and Annual Reassessment Level of Care Screens and Needs Assessments for the operation of a CMA in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 et seq.
- 3.3.1.1. The Initial and Reassessment Level of Care Screen shall include and ensure, but not limited to, the following:
- 3.3.1.1.1. A verification of Long-Term Care (LTC) Medicaid Financial eligibility or LTC Medicaid application submission.
- 3.3.1.1.2. All Level of Care Screens are conducted in person with the individual or Member, at minimum, and in the place where the individual or Member resides.
- 3.3.1.1.3. Needs Assessment shall be conducted in person or virtually based on the Member's preference.
- 3.3.1.1.4. The Contractor shall verify that a Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation

date of an Initial Level of Care Screen; and within 90 Calendar Days of the certification start date and before the certification end date for a Reassessment for all individuals and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF), Intermediate Care Facility for Individuals with Intellectual and Developmental Disabilities (ICF-IDD), and Program for All-Inclusive Care for the Elderly (PACE).

- 3.3.1.1.5. A review of all supportive information related to the Level of Care for the Member to include, but not limited to documentation and interviews.
- 3.3.1.1.6. Communicating Level of Care Eligibility status to the appropriate eligibility site.
- 3.3.1.1.7. Representing the Department in all appeals relevant to a LTSS program eligibility.
- 3.3.1.1.8. A review of HCBS waiver Target Criteria for applicant or Member participation.
- 3.3.1.1.9. Determine individual or Member Level of Care Eligibility for enrollment in an HCBS Waiver, PACE, LTHH, HBU, Nursing Facility admission, or ICF-IDD admission. Analyzing the information obtained to determine the most appropriate responses to the Level of Care Screen questions.
- 3.3.1.1.10. Providing notice of action to Members of all appealable actions related to their eligibility in a LTSS program.
- 3.3.1.1.11. Documenting and maintaining Level of Care Screens and Needs Assessments, including all relevant information, utilizing the Department's prescribed system within the timeframes established in 10 CCR 2505-10, Sections 8.393.2.C et seq.

### **3.3.2. Level of Care Screen**

- 3.3.2.1. The Level of Care Screen shall include the following event types:
  - 3.3.2.1.1. Initial
  - 3.3.2.1.2. Reassessment
  - 3.3.2.1.3. Off-Cycle Review
- 3.3.2.2. The Contractor shall conduct an Initial Level of Care Screen prior to enrolling in the following programs:
  - 3.3.2.2.1. HCBS Waivers
  - 3.3.2.2.2. PACE
  - 3.3.2.2.3. Nursing Facilities
  - 3.3.2.2.4. Hospital Back-Up
  - 3.3.2.2.5. LTHH (only)
  - 3.3.2.2.6. ICF-IDD
- 3.3.2.3. The Contractor shall conduct an Initial Level of Care Screen in accordance with the following timelines:
  - 3.3.2.3.1. Within 10 Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.
  - 3.3.2.3.2. Within 10 Business Days after receiving a referral from a provider for PACE.



- 3.3.2.3.3. Within five Business Days after receiving a completed referral from the nursing facility.
- 3.3.2.3.4. Within five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.
- 3.3.2.3.5. Within five Business Days after receiving a completed approval for the CLLI Waiver.
- 3.3.2.3.6. Within two Business Days after receiving a completed referral from the hospital.
- 3.3.2.4. The Initial Level of Care Screen shall include, but is not limited to the following:
  - 3.3.2.4.1. A review of financial eligibility information
  - 3.3.2.4.2. A review of the Level of Care Screen information
  - 3.3.2.4.3. A review of relevant medical, educational, social, or other assessment records or information when applicable.
- 3.3.3. **Annual Level of Care Screen Reassessment**
  - 3.3.3.1. The Contractor shall conduct an Annual Reassessment Level of Care Screen no earlier than 90 days prior to and no later than 30 days prior to the current Level of Care Screen certification end date.
  - 3.3.3.2. An Off-Cycle Review event type shall be utilized when a Level of Care Screen is needed outside of the Annual Reassessment cycle, due to a material change in the Member's condition that can reasonably be expected to result in a change in the Level of Care or Target Criteria eligibility.
    - 3.3.3.2.1. In the event the Contractor fails to conduct the Annual Reassessment Level of Care Screen for a Member enrolled in a HCBS waiver, the Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.
    - 3.3.3.2.2. The Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.6 et seq. when transferring a Member from one county to another county or from one Defined Service Area to another Defined Service Area.
    - 3.3.3.2.3. The Contractor shall take action regarding Member Medicaid eligibility within one Business Day of receipt from the eligibility site.
    - 3.3.3.2.4. In the event the Contractor fails to discontinue waiver services for a Member found ineligible for a HCBS waiver, the Contractor shall be responsible for reimbursing any providers for services rendered.
- 3.3.4. **PERFORMANCE STANDARD:** 100% of Initial Level of Care Screen and Annual Level of Care Screen assessments are conducted within required timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq. and are entered into the Department prescribed system. The Level of Care Screen must be entered into the Department's prescribed system following the timelines at 10 CCR 2505-10 Section 8.393.2.C et seq.
  - 3.3.4.1. Members shall be notified at the time of the eligibility decision that they have the right to appeal actions of the Contractor to 10 CCR 2505-10 Section 8.519.22 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
- 3.3.5. **Needs Assessment**

- 3.3.5.1. The Contractor shall conduct an Initial and Annual Needs Assessment for the following programs:
  - 3.3.5.1.1. HCBS Waivers
- 3.3.5.2. The Contractor shall conduct a Needs Assessment (Initial) prior to enrollment into a HCBS waiver, annually (Reassessment), and as needed (off-cycle) by the Member due to a material change of situation or condition that may reasonably result in a change in the support needs of the Member. Members who are financially eligible, choose to enroll in HCBS waiver services, and meet the required Level of Care for LTSS, and waiver Target Criteria for one of more HCBS waivers must have a Needs Assessment conducted.
  - 3.3.5.2.1. The Contractor shall conduct a Needs Assessment with Members to determine the level of support needed and identify personal preferences and goals.
  - 3.3.5.2.2. The Contractor shall explain to the member, the option to respond to required questions only or the choice to answer additional voluntary questions in the Needs Assessment.
- 3.3.5.3. The Contractor shall conduct and document a Needs Assessment for Members in accordance with the following timelines:
  - 3.3.5.3.1. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS Waivers.
  - 3.3.5.3.2. The Needs Assessment shall be administered prior to the Person-Centered Support Plan being developed with the Member; however, both the Needs Assessment and Person-Centered Support Planning may occur during a single session with the Member. However, they may also be completed over two or more sessions, if the Member needs or prefers to do so.
  - 3.3.5.3.3. The Needs Assessment shall be conducted at time, modality, and location convenient to the Member and should include people of the Member's identified preference.

#### **3.4. Supports Intensity Scale-A Assessment**

- 3.4.1. The Contractor shall conduct a Supports Intensity Scale-A (SIS) assessment for all HCBS-DD and HCBS-SLS enrollments and reassessments when criteria set forth at 10 C.C.R. 2505-10 Section 8.612.1 et seq. are met. The Contractor shall not be reimbursed for a SIS assessment prior to the individual being determined eligible for a waiver through the Level of Care Screen and confirmation of financial eligibility. The Contractor shall not be reimbursed for SIS reassessments without prior authorization from the Department to conduct the SIS reassessment.
- 3.4.2. The Contractor shall conduct all initial SIS Assessments within 60 calendar days from the date of the Initial Level of Care Screen. The Contractor shall conduct all SIS reassessments within 60 calendar days from the date of approval from the Department.
- 3.4.3. The Contractor shall enter the SIS Assessment into SIS-A Online within 65 calendar days of completing the Level of Care Screen.
- 3.4.4. The Contractor shall complete the SIS-A assessment and enter it into SIS-A Online prior to the Prior Authorization Review (PAR) Date.

#### **3.5. HCBS-CES Applications**

- 3.5.1. The Contractor shall complete initial and CSR applications for persons applying for the HCBS-CES waiver as set forth by the Department's prescribed guidelines.
- 3.5.2. Initial HCBS-CES applications shall be submitted to the designated entity for review no more than 30 calendar days after the initial LOC is completed or no more than 30 calendar days after the Applicant/family has chosen enrollment onto the HCBS-CES waiver.
- 3.5.3. CSR HCBS-CES applications shall be submitted to the designated entity in accordance with timelines as set forth by the Department in order to prevent any break in services.
- 3.5.4. The Contractor shall maintain all HCBS-CES applications and supporting documentation and make it available to the Department upon request.

### **3.6. Support Need Level Assessment**

- 3.6.1. The Contractor shall conduct a Support Need Level Assessment for all HCBS-CHRP enrollments and re-assessments as set forth by the Department's prescribed guidelines.
- 3.6.2. The Contractor shall conduct an initial Support Need Level Assessment within forty-five (45) calendar days from the date of the Initial Level of Care Screen. The Contractor shall conduct all reassessments as necessary individual's needs change.
- 3.6.3. The Contractor shall submit a list of all completed HCBS-CHRP Support Need Level Assessments on a template prescribed by the Department.
  - 3.6.3.1. **DELIVERABLE:** Completed HCBS-CHRP Support Need Level Assessment List
  - 3.6.3.2. **DUE:** Monthly, by the 15<sup>th</sup>
- 3.6.4. The Contractor shall maintain all Support Need Level Assessments and supporting documentation and make it available to the Department upon request.
  - 3.6.4.1. **PERFORMANCE STANDAND:** Support Need Level Assessment
  - 3.6.4.2. **DUE:** Within 10 Business Days of the Department's request

## **4. STATE GENERAL FUND PROGRAM OBLIGATIONS**

### **4.1. Service and Support Requirements**

- 4.1.1. The Contractor shall administer the three State General Fund Programs: State SLS, OBRA-SS, and FSSP and purchase services and supports for persons determined to be eligible under this Contract. If the Contractor has been determined to be the only willing and qualified provider by the Department for the Defined Service Area, the Contractor must administer the State Programs and purchase and/or provide services and supports for persons determined to be eligible under this Contract. The Contractor shall not be responsible for guaranteeing services to eligible persons under this Contract if there are no Providers available to provide services and supports. The Contractor must ensure separation of case management responsibilities and the provision of services for both State SLS and OBRA-SS.
- 4.1.2. The Contractor shall ensure that written notifications are provided to individuals and Members informing them of their rights and the potential influence the Contractor has on the Service Planning process, such as exercising free choice of providers.
- 4.1.3. The Contractor shall provide the individual, Members, and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against the Contractor.

- 4.1.4. The Contractor shall have procedures for a dispute resolution process, as described in 10 C.C.R. 2505-10, Section 8.605.2 et seq. and 8.552.9 et seq., when an action to terminate, change, reduce or deny services is initiated by the provider service agency.

#### 4.2. **State General Fund Service Expenditure Reporting**

- 4.2.1. The Contractor shall report all State SLS, FSSP, and OBRA-SS direct service expenditures on the template provided by the Department. All services must be reported and reimbursed within the fiscal year the service is provided.
  - 4.2.1.1. **DELIVERABLE:** State General Fund Program Service Expenditure Reports
  - 4.2.1.2. **DUE:** Monthly, by the 15th of each month or Fiscal Year end close date determined by the Department for the month of June.
- 4.2.2. Adjustments to direct service expenditures must be added to the next direct service expenditure report submitted by the Contractor at the time of discovery. If the adjustment is identified after the close of the fiscal year the service is rendered, the Contractor must report the adjustment to the Department within 10 Business Days of discovery and a check must be sent to the Department with the amount of the overpayment in addition to details about the overpayment to include member name, program, services, and dollar amount.
- 4.2.3. The Contractor shall verify all services are supported with required documentation as required in 10 C.C.R. 2505-10 Section 8.613.J.2 et seq. and 10 C.C.R. 2505-10 Section 8.501.3 et seq.

#### 4.3. **State Supported Living Services (State SLS)**

##### 4.3.1. **General Requirements**

- 4.3.1.1. The Contractor shall operate the State SLS program pursuant to 10 C.C.R. 2505-10 Section 8.501 et seq.
- 4.3.1.2. The Contractor shall not add surcharges to the purchase of covered services for State SLS.
- 4.3.1.3. The Contractor shall provide a list of qualified providers for all services to Members and families, during the State SLS Individual Support Plan process, and to other interested parties upon request.
- 4.3.1.4. The Contractor shall provide or subcontract with local service providers to provide community services to individuals enrolled in State SLS who meet the intellectual and developmental disabilities criteria and the eligibility requirements for the specific program required in 10 C.C.R. 2505-10 Section 8.501 et seq.
- 4.3.1.5. The Department will notify the Contractor of the target number of individuals that shall be served through State SLS prior to the start of each State Fiscal Year (SFY). The Contractor may choose to enroll more individuals in State SLS than authorized, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of members that receive direct services during the contract period.

##### 4.3.2. **State SLS Eligibility**

- 4.3.2.1. The Contractor shall determine eligibility for the State SLS program pursuant to 10 C.R.S. 2505-10 Section 8.501.2(2)(a) et seq.

4.3.2.2. Eligibility for the State SLS program does not guarantee the availability of services and supports.

4.3.3. **State SLS Individual Support Plans**

4.3.3.1. Pursuant to 10 C.R.S. 2505-10 Section 8.501.4.E.6 et seq. all State SLS Members must have a State SLS ISP.

4.3.3.2. The Contractor shall develop a State SLS Individual Support Plan (State SLS ISP) within 10 Business Days after an initial Individual Support Plan (ISP) meeting for those individuals not established with the Contractor and with a Developmental Disability determination at time of referral. The Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that allow for the creation of the State SLS ISP during this time. The Contractor shall ensure the State SLS ISP is signed by all required parties prior to implementation.

4.3.3.3. The State SLS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and the Contractor.

4.3.3.4. The Contractor shall utilize the ISP within the Department's prescribed system.

4.3.3.5. The Contractor shall document and finalize all ISP information in the Department's prescribed system within 10 Business Days of the date of the initial ISP meeting.

4.3.3.5.1. **PERFORMANCE STANDARD:** The Contractor shall ensure that one hundred percent (100%) of the State SLS ISPs are developed within 10 Business Days of the individual's referral to a State General Fund program or after the initial ISP meeting.

4.3.3.6. The State SLS ISP shall be effective for no more than one year and reviewed by the Contractor at least every six months in an in person monitoring contact.

4.3.3.7. If an individual seeks additional supports or alleges a change in need, the Contractor shall review and update the ISP prior to changing the authorized services and supports.

4.3.4. **State SLS Ongoing Case Management**

4.3.4.1. The Contractor shall utilize appropriated funds to perform Case Management duties in accordance with 10 C.C.R. 2505-10 Section 8.501.5(B) et seq.:

4.3.4.1.1. Intake and referral

4.3.4.1.2. Determining program eligibility

4.3.4.1.3. Supporting individuals with learning and accessing other community resources

4.3.4.1.4. Developing a State SLS Individual Support Plan

4.3.4.1.5. Maintaining the determination of eligibility for services and supports

4.3.4.1.6. Providing service and support authorization and coordination

4.3.4.1.7. Program transition coordination

4.3.4.1.8. Case Management, policy and regulation training

4.3.4.1.9. Service records maintenance

4.3.4.1.10. Utilization review

4.3.4.2. The Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.



4.3.4.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace the Contractor's required individualized case management activities.

4.3.4.4. **Monitoring**

4.3.4.4.1. Monitoring shall be person centered and include at least one in person contact with the Member at the 6-month review in addition to the annual ISP. Two additional monitoring contacts per year using the individual's selected modality; in person or virtual, and should be discussed and determined based on Member preference and need.

4.3.4.4.1.1. The Member's selected modality must be documented within the case notes for each monitoring contact within the Department's prescribed system.

4.3.4.4.2. Monitoring activities shall include, but not be limited to:

4.3.4.4.2.1. Monitoring all services and supports delivered pursuant to the State SLS Individual Support Plan

4.3.4.4.2.2. Assessing the effectiveness of the State SLS supports and services

4.3.4.4.2.3. Assessing if additional State SLS supports and services are needed

4.3.4.4.2.4. Support in assessing if the individual has become eligible for any other resources including community resources and other Medicaid resources

4.3.4.4.2.5. Reviewing health and safety concerns

4.3.4.4.2.6. Reviewing any Critical Incidents

4.3.4.4.3. The Contractor shall document all monitoring activities in detail in the Department's prescribed system within 10 Business Days of the activity.

4.3.4.4.3.1. **PERFORMANCE STANDARD:** One hundred percent (100%) of monitoring activities shall occur at the required quarterly interval.

4.3.4.5. **State SLS Transfers**

4.3.4.5.1. The Contractor shall manage State SLS transfers in accordance with 10 C.R.S 2505-10 Section 8.501.6 et seq.

4.3.4.6. **State SLS Direct Services**

4.3.4.6.1. The Contractor shall utilize appropriated funds to provide or subcontract with providers to provide services to support individuals with an intellectual and developmental disability living in the community in accordance with 10 C.C.R. 2505-10 Section 8.501.4(A-D).

4.3.4.7. **State SLS Records Maintenance**

4.3.4.7.1. The Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make them available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2 et seq.

4.3.4.7.2. Receipts, invoices, and service logs must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.

- 4.3.4.7.3. If the Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
- 4.3.4.7.4. Through ongoing monitoring, the Contractor shall ensure all services reimbursed by the Contractor are rendered by service providers in accordance with the State SLS Individual Support Plan.
- 4.3.4.7.5. The Contractor shall attempt to resolve any discrepancies with the subcontractor/service provider directly.
- 4.3.4.7.6. The Contractor shall notify the Department of any instances of suspected fraud or waste, and any supporting documentation at the time of discovery.
- 4.3.4.7.7. The Contractor shall notify all service providers acting as subcontractors that all records and supporting documentation related to services rendered through State SLS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.

#### **4.4. Omnibus Budget Reconciliation Act of 1987 Specialized Services (OBRA-SS)**

- 4.4.1. The Contractor shall provide or arrange for the provision of OBRA-SS to any individual where the Pre-Admission Screening and Resident Review (PASRR) Level II Evaluation identified the need for placement into a nursing facility and need for additional specialized services. The Contractor shall ensure that OBRA-SS are related to the individual's intellectual or developmental disability or related condition and individualized to the resident's needs.
- 4.4.2. **PASRR Level II Evaluation**
  - 4.4.2.1. The contractor will review the PASRR Level II Evaluations received from the Skilled Nursing Facility or State appointed vendor prior to developing an OBRA-SS Individual Support Plan or providing services.
- 4.4.3. **Maintaining Eligibility and Enrollment**
  - 4.4.3.1. The Contractor shall enroll individuals into OBRA-SS, as long as the individual resides in a nursing facility, demonstrates a need, and agrees to receive services.
  - 4.4.3.2. Upon approval of the nursing facility admission by the State Intellectual Disability Authority and receipt of the Final Notice of Determination, the Contractor shall send referrals to subcontractors for OBRA-SS within 10 Business Days from the date the PASRR Notice of Determination is issued and/or received from the Skilled Nursing Facility or State appointed vendor.
  - 4.4.3.3. The Contractor shall maintain Member records within the Department prescribed system. All changes to OBRA-SS enrollments, shall be entered into the Department prescribed system within 10 Business Days of the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments. If the individual does not receive OBRA-SS within one calendar month the contractor shall inactivate the individual's record in the Department prescribed system.
- 4.4.4. **OBRA-SS Individual Support Plans**
  - 4.4.4.1. The Contractor shall develop an OBRA-SS Individual Support Plan (ISP) within 10 Business Days after an initial ISP meeting for those individuals not established with the

contractor and with a Developmental Disability determination at time of referral. The Contractor shall have up to 10 Business Days to complete additional meetings and/or assessments that allow for the creation of the OBRA-SS ISP during this time. The Contractor shall ensure the OBRA-SS ISP is signed by all required parties prior to implementation.

- 4.4.4.2. The OBRA-SS ISP shall be developed through an in-person meeting that includes, at a minimum, the individual seeking services and the Contractor.
- 4.4.4.3. The Contractor shall utilize the ISP template within the Department's prescribed System.
- 4.4.4.4. The Contractor shall document and finalize all ISP information in the Department's prescribed system within 10 Business Days of the date of the initial ISP meeting.
- 4.4.4.4.1. **PERFORMANCE STANDARD:** The Contractor shall ensure that 100% of the OBRA-SS Individual Support Plans are developed within 10 Business Days of the individual's referral to a State General Fund program or after the initial ISP meeting.
- 4.4.4.5. The OBRA ISP shall be effective for no more than one year and reviewed by the Contractor at least every six months in a face to face monitoring contact.
- 4.4.4.6. If a member seeks additional supports or alleges a change in need, the Contractor shall review and update the ISP prior to changing the authorized services and supports.
- 4.4.4.7. The Contractor shall maintain all OBRA-SS ISPs and supporting documentation and make them available to the Department upon request.

#### 4.4.5. **OBRA-SS Ongoing Case Management**

- 4.4.5.1. The Contractor shall utilize appropriated funds to perform Case Management duties to include:
  - 4.4.5.1.1. Intake and referral
  - 4.4.5.1.2. Verifying a PASRR Level II Evaluation and Skilled Nursing Facility residency
  - 4.4.5.1.3. Developing an OBRA-SS Individual Support Plan
  - 4.4.5.1.4. Maintaining the determination of eligibility for services and supports
  - 4.4.5.1.5. Providing service and support authorization and coordination.
  - 4.4.5.1.6. Ensuring there is not a duplication of authorized services with the services provided in the nursing facility.
  - 4.4.5.1.7. Program transition coordination
  - 4.4.5.1.8. Service records maintenance
  - 4.4.5.1.9. Case Management, policy and regulation training
  - 4.4.5.1.10. Utilization review
- 4.4.5.2. The Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.
- 4.4.5.3. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace the Contractor's required individualized case management activities.

#### 4.4.6. **OBRA-SS Monitoring**

- 4.4.6.1. Monitoring shall be person centered and include at least one in person contact with the Member at the 6-month review in addition to the annual ISP. Two additional monitoring contacts per year using the individual's selected modality; in person or virtual, and should be discussed and determined based on Member preference and need.
- 4.4.6.1.1. The Member's selected modality must be documented within the narrative for each monitoring contact within the Department's prescribed system.
- 4.4.6.2. Monitoring activities shall include but not be limited to:
  - 4.4.6.2.1. Monitoring all services and supports delivered pursuant to the OBRA-SS ISP
  - 4.4.6.2.2. Assessing the effectiveness of the supports and services
  - 4.4.6.2.3. Assessing if additional supports and services are needed
  - 4.4.6.2.4. Support in assessing if the individual has become eligible for any other resources including community resources or other Medicaid resources
  - 4.4.6.2.5. Reviewing health and safety concerns
  - 4.4.6.2.6. Reviewing any Critical Incidents
- 4.4.6.3. The Contractor shall document all monitoring activities in detail in the Department's prescribed system within 10 Business Days of the activity.
- 4.4.6.3.1. **PERFORMANCE STANDARD:** 100% of monitoring activities shall occur at the required quarterly interval.
- 4.4.7. **OBRA-SS Direct Services**
  - 4.4.7.1. The Contractor shall not utilize OBRA-SS funds to purchase mental health related services. The Contractor shall seek provision of, or payment for, mental health services for those individuals through the Medicaid-funded mental health system or other local sources of funding.
  - 4.4.7.2. The Contractor shall not utilize or authorize OBRA-SS funds to provide or purchase services and supports that are covered and provided by the nursing facility
  - 4.4.7.3. The Contractor shall utilize appropriated funds to provide services or subcontract with a provider to support individuals with intellectual and developmental disabilities living in a nursing facility. The Contractor shall not utilize funding for services that are provided by the Nursing Facility through Medicaid reimbursement. Services eligible through OBRA include:
    - 4.4.7.3.1. Assistive Technology
    - 4.4.7.3.2. Behavioral Consultation
    - 4.4.7.3.3. Behavioral Line Services
    - 4.4.7.3.4. Behavioral Counseling
    - 4.4.7.3.5. Behavioral Counseling Group
    - 4.4.7.3.6. Behavioral Plan Assessment
    - 4.4.7.3.7. Day Habilitation - Specialized Habilitation
    - 4.4.7.3.8. Day Habilitation - Supported Community Connections

- 4.4.7.3.9. Dental – Basic
- 4.4.7.3.10. Dental – Major
- 4.4.7.3.11. Mileage
- 4.4.7.3.12. Other Public Conveyance
- 4.4.7.3.13. Prevocational Services
- 4.4.7.3.14. Recreational Facility Fees/Passes
- 4.4.7.3.15. Job Coaching – Individual
- 4.4.7.3.16. Job Coaching – Group
- 4.4.7.3.17. Job Development – Individual
- 4.4.7.3.18. Job Development – Group
- 4.4.7.3.19. Job Placement
- 4.4.7.3.20. Vision
- 4.4.7.4. Services must be provided in accordance with the service definitions found in 10 C.C.R. 2505-10 Section 8.500.94.B et seq.
- 4.4.8. **OBRA-SS Records Maintenance**
  - 4.4.8.1. The Contractor shall maintain supporting documentation capable of substantiating all expenditures and shall make them available to the Department upon request as required in 10 C.C.R. 2505-10 Section 8.130.2 et seq.
    - 4.4.8.1.1. Receipts or invoices must contain, at a minimum: Member name, service description, provider name, first and/or last date of service, service rate, and amount due or paid.
  - 4.4.8.2. If the Contractor does not maintain supporting documentation in the required format for all services rendered, the Department may recover these funds pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
  - 4.4.8.3. Through ongoing monitoring, the Contractor shall ensure all services reimbursed by the Contractor are rendered by service providers in accordance with the OBRA-SS Individual Support Plan.
  - 4.4.8.4. The Contractor shall attempt to resolve any discrepancies with the service provider directly.
  - 4.4.8.5. The Contractor shall notify the Department of any instances of suspected fraud and any supporting documentation at the time of discovery.
  - 4.4.8.6. The Contractor shall notify all service providers that all records and supporting documentation related to services rendered through OBRA-SS are subject to inspection and recovery by the Department pursuant to 10 C.C.R. 2505-10 Section 8.076 et seq.
  - 4.4.8.7. **Mental Health Services Prohibited**
    - 4.4.8.7.1. The Contractor shall not utilize state funds to purchase mental health related services for individuals with intellectual disabilities who are Medicaid eligible and who also have a Medicaid covered mental health diagnosis.



- 4.4.8.7.2. The Contractor shall seek provision of, or payment for, mental health services for those individuals through the Medicaid funded mental health system or other local sources of funding.

#### 4.5. **Family Support Services Program (FSSP)**

- 4.5.1. The Contractor shall administer and provide or purchase Family Support Services pursuant to §25.5-10-305, C.R.S. and 10 C.C.R. 2505-10 Section 8.613 et seq.

##### 4.5.2. **Eligibility, Needs Assessment, and Prioritization of Families**

- 4.5.2.1. The Contractor shall determine individual eligibility for the FSSP pursuant to 10 C.R.S. 2505-10 Section 8.613.C.(1-4).

- 4.5.2.2. After FSSP eligibility has been determined, the Contractor shall conduct an FSSP Needs Assessment prior to authorizing services. The Contractor shall develop a Needs Assessment Tool that is, at a minimum, inclusive of all requirements outlined in 10 C.C.R. 2505-10 Section 8.613.E.7(a-e) and have a documented scoring criteria for the tool. The tool shall be included in the Contractor's policies and procedures.

- 4.5.2.2.1. **DELIVERABLE:** Needs Assessment Tool Template and Scoring Criteria

- 4.5.2.2.2. **DUE:** Annually, by August 15th

- 4.5.2.3. Any revisions to the needs assessment tool template and scoring criteria must be submitted to the Department within 10 Business Days of the updated tool being implemented.
- 4.5.2.4. The Contractor shall assess all families, both on the waiting list as "As Soon As Available" and currently receiving FSSP services, for level of need on an annual basis in accordance with 10 CCR 2505 Section 8.613.E et seq.
- 4.5.2.5. The Contractor shall document all completed FSSP Needs Assessments within the Department's prescribed system within 10 Business Days of completion of the assessment.
- 4.5.2.6. The Contractor shall maintain all Needs Assessment documentation and make them available to the Department upon request.
- 4.5.2.7. The Department will notify the Contractor of the target number of individuals that shall be served through FSSP prior to the start of each State Fiscal Year (SFY). The Contractor may choose to enroll more individuals in FSSP than targeted, ensuring all individuals can be served within the funding allocated. Target caseload is calculated using the unique number of members that receive direct services during the contract period.

##### 4.5.3. **Family Support Plans (FSP)**

- 4.5.3.1. The Contractor shall ensure that individuals and families enrolled in the FSSP have an individualized Family Support Plan (FSP) which meets the requirements of an Individualized Plan, as defined in Section 25.5-10-202 et seq. and 25.5-10-211 C.R.S. prior to receiving services.
- 4.5.3.2. The Contractor shall develop the FSP within 10 Business Days after an initial Individualized Support Plan (ISP) meeting for those individuals not established with the Contractor and with a Developmental Disability or Delay Determination at the time of referral. The Contractor shall ensure the FSP is signed by all required parties prior to implementation.

- 4.5.3.3. The FSP shall be developed through a meeting that includes, at a minimum, a family representative, and the Contractor.
- 4.5.3.3.1. The Contractor shall ensure that 100% of the FSPs are developed within 10 Business Days of the individual's referral to FSSP or after the initial ISP meeting.
- 4.5.3.3.2. **PERFORMANCE STANDARD:** 100% of the FSPs are developed within 10 Business Days of the individual's referral to FSSP or after the initial ISP meeting.
- 4.5.3.4. The FSP shall be effective for no more than one year.
- 4.5.3.5. If the Member seeks additional supports or alleges a change in need, the Contractor shall review and update the FSP prior to changing the authorized services and supports.
- 4.5.3.6. The Contractor shall document and finalize all FSP information in the Department's prescribed system within 10 Business Days of the initial FSP meeting.
- 4.5.4. **FSSP Ongoing Case Management**
- 4.5.4.1. Pursuant to 10 C.R.S 2505-10 Section 8.613.G the Contractor shall provide case management for the FSSP, to include coordination of services provided for individuals with an IDD or Developmental Delay that consists of facilitating enrollment, assessing needs, locating, coordinating and monitoring needed FSSP funded services, and monitoring the effective and efficient provision of services across multiple funding sources.
- 4.5.4.2. The Contractor shall not charge families to provide direct services and case management for Family Support Services.
- 4.5.4.3. The Contractor shall provide a list of qualified providers for appropriate services to applicants, Member(s) and families, during the individualized planning process, and to other interested parties upon request.
- 4.5.4.4. The Contractor shall utilize appropriated funds to perform case management duties in accordance with 10 CCR 2505 8.613.G et seq. to include:
  - 4.5.4.4.1. Development, application assistance, and annual re-evaluation of the Family Support Plan (FSP) which shall be conducted at least once per year and include making changes to the FSP as indicated
  - 4.5.4.4.2. Providing service authorization and support coordination to include but not limited to assessing the effectiveness of FSSP supports and services
  - 4.5.4.4.3. Ensuring all services and supports are delivered in accordance with the FSP
  - 4.5.4.4.4. Coordinating with families to obtain required documentation for services
  - 4.5.4.4.5. Supporting the individual in assessing eligibility for other community and/or Medicaid resources
  - 4.5.4.4.6. Program transition coordination
  - 4.5.4.4.7. Service records maintenance
  - 4.5.4.4.8. Case Management, policy and regulation training
  - 4.5.4.4.9. Utilization review

- 4.5.4.5. The Contractor shall document all ongoing case management activities in detail in the Department's prescribed system within 10 Business Days of the activity.
- 4.5.4.6. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace the Contractor's required individualized case management activities.

4.5.5. **FSSP Direct Services**

- 4.5.5.1. The Contractor shall utilize appropriated FSSP funds to purchase services and/or reimburse or advance funds to families for expenses that are incurred as a result of supporting the family and/or individual with an intellectual or developmental disability or delay living in the family home.
- 4.5.5.2. The Contractor shall only authorize and advance or reimburse services that are needed as a result of the individual's Intellectual and Developmental Disability or Developmental Delay and shall not be approved if the need is a typical age-related need. Correlation between the need and the disability must be documented in the FSP.
- 4.5.5.3. The Contractor shall ensure that all services are provided in the most cost-effective manner, meaning the least expensive manner to meet the need.
- 4.5.5.4. The Contractor shall ensure that all services are authorized pursuant to the FSP.
- 4.5.5.5. The Contractor shall utilize FSSP funds to provide funding to families for expenses referenced in §25.5-10-305(a-j), C.R.S and 10 C.R.S. 2505-10 Section 8.613(F)(8)(a-i). The Contractor shall not authorize or provide any service that is not outlined in these regulations.
- 4.5.5.6. The Contractor shall ensure the authorized services through FSSP are not duplicative of other resources the family has access to, including HCBS waivers, third party insurance, etc.
- 4.5.5.7. The Contractor shall prioritize funding for the FSSP pursuant to 10 C.R.S 2505-10 Section 8.613.E(1-2).

4.5.6. **Family Support Council**

- 4.5.6.1. The Contractor shall establish and maintain a Family Support Council (FSC) pursuant to §25.5-10-304 et seq., C.R.S. and 10 C.C.R. 2505-10 Section 8.613.B et seq.
- 4.5.6.2. The Contractor shall submit a list of FSC members annually.
  - 4.5.6.2.1. **DELIVERABLE:** FSC Member List
  - 4.5.6.2.2. **DUE:** Annually, by August 15<sup>th</sup>
- 4.5.6.3. The Contractor shall notify the Department in writing of any changes to the FSC within 10 Business Days.
  - 4.5.6.3.1. **DELIVERABLE:** FSC Member Updates
  - 4.5.6.3.2. **DUE:** Within 10 Business Days of the date of change to the FSC members
- 4.5.6.4. The Contractor shall provide an orientation and training to all FSC members on the duties and responsibilities of the FSC. The training and orientation shall be documented with a record of the date of the training, who provided the training, training topic, and names of attendees. The Contractor shall make the training and orientation materials available to the Department upon request.

4.5.6.5. The Contractor shall ensure the FSC fulfills all duties outlined in 10 C.C.R. 2505-10 Section 8.613.B et seq. The Contractor shall document meeting minutes and submit them to the Department. The Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.

4.5.6.5.1. **DELIVERABLE:** FSC Meeting Minutes

4.5.6.5.2. **DUE:** Monthly, by the 15<sup>th</sup> of each month and by June 30<sup>th</sup>

4.5.7. **FSSP Evaluation**

4.5.7.1. In coordination with the FSC, the Contractor shall be responsible for evaluating the effectiveness of the FSSP on an annual basis. The Contractor shall ensure the annual program evaluation addresses all areas required in 10 CCR 2505-10 Section 8.613.K et seq.

4.5.7.2. The Contractor shall provide the Annual Evaluation Report to the Department for review and approval.

4.5.7.2.1. **DELIVERABLE:** Annual Evaluation Report

4.5.7.2.2. **DUE:** Annually, by June 1<sup>st</sup>

4.5.8. **FSSP Annual Program Report**

4.5.8.1. The Contractor shall create and submit an annual FSSP Program Report to the Department. The FSSP Program Report shall contain all requirements outlined in 10 CCR 2505-10 Section 8.613.M et seq.

4.5.8.2. The Contractor shall provide the FFS Program Report to the Department for review and approval.

4.5.8.2.1. **DELIVERABLE:** FSSP Program Report

4.5.8.2.2. **DUE:** Annually, by October 1<sup>st</sup>

4.5.9. **FSSP Records Maintenance**

4.5.9.1. The Contractor shall maintain supporting documentation capable of substantiating all expenditures and reimbursements made to providers, Members and/or families.

4.5.9.2. When the Contractor purchases services or items directly for Members and/or families, the Contractor shall:

4.5.9.2.1. Maintain receipts or invoices from the service provider and documentation demonstrating that the provider was paid by the Contractor.

4.5.9.2.1.1. Receipts or invoices must contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, item(s) or service(s) cost and amount due or paid.

4.5.9.3. When the Contractor reimburses Members and/or families for services or items, the Contractor shall:

4.5.9.3.1. Ensure the Member and/or family provides the Contractor with receipts or invoices prior to reimbursement.

4.5.9.3.1.1. Maintain receipts or invoices from the Member and/or family, and documentation demonstrating that the individual and/or family was reimbursed by the Contractor.

- 4.5.9.3.2. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Member and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.
- 4.5.9.4. When the Contractor provides funding to Members and/or families for the purchase of services or items in advance, the Contractor shall include, but is not limited to:
  - 4.5.9.4.1. Establish policies and procedures outlining the Contractor's processes for advancing funds, ensuring supporting documentation is received by the Member and/or family, and remedial action steps the Contractor will take if supporting documentation is not received. The policies and procedures shall identify timelines and shall be made available to the Department upon request.
  - 4.5.9.4.2. Notify the Member and/or family that they are required to submit invoices or receipts to the Contractor of all purchases made prior to the close of the State Fiscal Year.
  - 4.5.9.4.3. Ensure the Member and/or family provides the Contractor with receipts or invoices.
  - 4.5.9.4.4. Maintain receipts or invoices from the Members and/or family, and documentation demonstrating that the Members and/or family was provided with advanced funds by the Contractor.
    - 4.5.9.4.4.1. Ensure all receipts or invoices provided by the Members and/or family contain, at a minimum: Members and/or family name, provider name, first and/or last date of service, item(s) or service(s) purchased, items(s) or service(s) cost, and amount paid.
  - 4.5.9.4.5. The Contractor shall ensure the documentation received by the Member and/or family, indicates that the amount was paid.
  - 4.5.9.4.6. If a Member and/or family does not submit invoices or receipts, the Contractor shall document all attempts to obtain receipts or paid invoices and any remedial action taken. The Contractor shall make all supporting documentation available to the Department upon request.
  - 4.5.9.4.7. If the Contractor cannot provide supporting documentation as described in this section, the Department may recover any unsubstantiated expenditures from the Contractor.
- 4.5.9.5. The Contractor shall ensure supporting documentation is recorded for all FSSP dollars for multiple family services to include a detailed description of the service provided and the date(s) of service.
  - 4.5.9.5.1. The Contractor shall ensure all program expenses related to multiple family expenses can be substantiated through time tracking, wage costs, benefit costs, or any other supporting documentation to verify expenses related to proving the services.

## 5. ACCOUNTING

- 5.1. The Contractor's accounting methods shall conform to the standards of Generally Accepted Accounting Principles (GAAP), and any updates thereto, throughout the Term of the Contract.
- 5.2. The Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.
- 5.3. The Contractor shall assure, all financial documents are filed in a systematic manner to facilitate audits, all prior years' expenditure documents are maintained for use in the budgeting process



and for audits, and records and source documents are made available to the Department, its contracted representative, or an independent auditor for inspection, audit, or reproduction.

- 5.4. The Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.
- 5.5. The Contractor shall document all transactions and funding sources and this documentation shall be available for examination by the Department within 10 Business Days of the Department's request.
- 5.5.1. **DELIVERABLE:** Transaction and Funds Documentation
- 5.5.2. **DUE:** Within 10 Business Days of the Department's Request

## 6. SUBRECIPIENT STATUS AND REQUIREMENTS

- 6.1. The Contractor has been determined to be a Subrecipient under 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); Final Rule (the "Final Rule"), released December 26, 2013 and subsequently updated, and thus shall be required to follow all requirements and guidance contained in the Final Rule.
- 6.2. **Single Audits**
  - 6.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending \$750,000.00 or more from all federal sources (direct or from pass-through entities) must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.
  - 6.2.2. The Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$750,000.00.
  - 6.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed \$750,000.00 the Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.
  - 6.2.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next Business Day.
    - 6.2.4.1. **DELIVERABLE:** Single Audit
    - 6.2.4.2. **DUE:** Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period
  - 6.2.5. If the Contractor did not receive enough federal funds to require a Single Audit, the Contractor shall submit an attestation form stating a Single Audit was not required utilizing the Department's template.
    - 6.2.5.1. **DELIVERABLE:** Attestation Form
    - 6.2.5.2. **DUE:** Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period
  - 6.2.6. The audit period shall be the Contractor's fiscal year.
- 6.3. **Treatment of Funds**

- 6.3.1. All funding identified as a subaward with matching federal dollars received through this Contract is subject to the requirements within Uniform Guidance.
- 6.3.1.1. All subawards must be used on allowable expenses associated with performing the activities outlined in this Contract and on allowable expenses per Uniform Guidance.
- 6.3.1.2. Any subawards not used on the activities outlined in this Contract is subject to recovery at the end of the Period of Performance as identified by the Department.

## **7. FINANCIAL TRANSPARENCY**

- 7.1. The Contractor shall comply with all transparency requirements pursuant to C.R.S. Title 25.5-6-1708.
- 7.2. **Board of Director or Governing Body Changes**
  - 7.2.1. The Contractor shall notify the Department in writing of any changes to the Board of Directors or Governing Body within 10 Business Days.
    - 7.2.1.1. **DELIVERABLE:** Written notification of changes to Board of Director or Governing Body membership
    - 7.2.1.2. **DUE:** Within 10 Business Days of the effective date
- 7.3. **Annual Financial Statements and Independent Auditor's Report**
  - 7.3.1. The Contractor shall submit a copy of the Contractor's annual Financial Statements and Independent Auditor's Report to the Department.
    - 7.3.1.1. **DELIVERABLE:** Financial Statements and Independent Auditor's Report
    - 7.3.1.2. **DUE:** No later than 30 calendar days following the acceptance of the audit by the Contractor's Board of Directors or Governing Body
- 7.4. **IRS Form 990**
  - 7.4.1. The Contractor shall submit a copy of the Form 990 the Contractor filed with the Federal Internal Revenue Service to the Department, if applicable.
    - 7.4.1.1. **DELIVERABLE:** IRS Form 990
    - 7.4.1.2. **DUE:** No later than 30 calendar days following the Contractor's filing of the form with the Internal Revenue Service

## **8. COMPENSATION AND INVOICING**

- 8.1. **State General Fund Program Allocations**
  - 8.1.1. The Department will notify the Contractor in writing of the Contractor's individual allocation for State SLS, OBRA-SS, and FSSP for each State Fiscal Year.
  - 8.1.2. Reimbursement for activities and services performed by the Contractor shall not exceed the maximum amount identified in the Contractor's individual allocation. Activities and services must be rendered during the State Fiscal Year.
  - 8.1.3. The Department, in its sole discretion, may increase or decrease the Contractor's individual allocations under this Contract by notifying the Contractor's Representative. Increases or decreases in the amount of State funding during the term of this Contract may be made by written notice by the Department to the Contractor or by amendment of the Contract. The circumstances may include but shall not be limited to:

- 8.1.3.1. If necessary to fully utilize program appropriations.
- 8.1.3.2. Adjustments to reflect prior year final contract utilization and current year expenditures.
- 8.1.3.3. Supplemental appropriation changes resulting in an increase or decrease in the amounts originally appropriated and available for the purposes of this program.
- 8.1.3.4. Closure of programs and/or termination of related contracts.
- 8.1.3.5. Delay or difficulty in implementing new programs or services.
- 8.1.3.6. Other special circumstances as deemed necessary by the Department.
- 8.1.3.7. Changes in Member utilization due to changing needs, new enrollments, terminations, and/or delays in services.
- 8.1.3.8. Target caseloads not being met

## **8.2. State General Fund Program Target Caseloads**

- 8.2.1. The Department will notify the Contractor in writing of the target number of individuals that shall be served in State SLS and FSSP prior to the start of each State Fiscal Year.
- 8.2.2. The Contractor may choose to enroll more individuals in State SLS and FSSP than authorized, ensuring all individuals can be served within the funding allocated.
- 8.2.3. Target caseload is calculated by the Department using the unique number of members that receive direct services during the contract period.
- 8.2.4. The Contractor shall enroll members into OBRA-SS if the need for services is identified through the PASRR Level II and shall notify the Department if sufficient funding is not available in the Contractor's individual allocation to support the individual's needs.
- 8.2.5. The Contractor shall redirect unallocated funding from one State Funded Program to another to fully utilize funding allocated and best serve member needs within the Defined Service Area. The Contractor shall not redirect unallocated funding from one State Funded Program to another unless the minimum caseload requirement is being met or the Contractor has obtained written approval from the Department to do so.
- 8.2.6. The Department may reduce the amount of funding allocated during the State Fiscal Year if the Contractor does not meet minimum caseload requirements for State SLS or FSSP.

## **8.3. State General Fund Program Compensation**

- 8.3.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all State General Fund activities provided through this Contract. The Department shall pay the Contractor for the State SLS and OBRA-SS activities at the rates specified in Exhibit C, Rates. Direct services for State SLS and OBRA-SS shall be reimbursed at the rates posted and distributed on the Department's website on the Provider Rates and Fee Schedule. The Department shall pay the Contractor for FSSP activities at the rates specified in Exhibit C, Rates. Direct services for FSSP shall be reimbursed at one dollar per unit.
- 8.3.2. The liability of the State, at any time, for such payment shall be limited to the unexpended amount remaining of such funds and available to the Department.
- 8.3.3. Payments shall be made in accordance with rates as specified in Exhibit C, Rates of this Contract as determined by the Department and may be amended during the term of the

contract using an Option Letter. When the Contractor's maximum allocation of State funding has been paid to the Contractor, no additional funds shall be provided under this Contract.

8.3.4. Payment pursuant to this Contract is contingent upon the Contractor, or subcontractor(s), securing and properly maintaining all necessary licenses, certifications, approvals, etc., required to properly provide the services or goods covered by the contract.

8.3.5. The rates specified in Exhibit C, Rates are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines is necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them using an Option Letter.

8.3.6. The rates for State SLS and OBRA-SS direct services will be posted on the Department's website on the Provider Rates and Fee Schedule. The Contractor shall bill all FSSP direct services at one dollar per unit.

#### **8.4. Adjustments to Fund Disbursement Amounts**

8.4.1. The Department reserves the right to make adjustments during the Contract period and post-period adjustment to disbursements following the end of the Contract period, or an adjustment to the Fiscal Year contract if:

8.4.2. The Contractor does not achieve the Performance Standards identified for each program.

#### **8.5. Case Management Agency Compensation**

8.5.1. The compensation under this Contract shall consist of rates-based reimbursement intended to cover the costs of all activities provided through this Contract.

8.5.2. The Contractor will receive payment as specified in Exhibit C, Rates.

8.5.2.1. The rates specified in Exhibit C are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in the original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases or decreases authorized by the Colorado legislature or due to an administrative error. If the Department does modify these rates, the Department may modify them through the use of an Option Letter.

#### **8.6. Rural or Urban Designation**

8.6.1. The Department shall determine the Contractor to be a Rural and Frontier or an Urban agency.

#### **8.7. Detailed Invoicing and Payment Procedures**

### 8.7.1. Applications – HCBS-CES

8.7.1.1. The Contractor shall submit all HCBS-CES applications to the Department's vendor for review and approval, as directed by the Department. The Department will pay for initial application per person applying for HCBS-CES per year, as well as CSR HCBS-CES application each year thereafter. The Department will not pay for initial or CSR applications that were denied due to being incomplete. Incomplete applications include any application that did not contain: a signature page, a completed Level of Care, DD or Delay Determination date, dates of service, or partial application (missing pages) which are required from the Contractor necessary to process the application. An incomplete application denial is different than a denial for the client not meeting nighttime and/or daytime criteria. The Department will pay for HCBS-CES applications from reports received by the Department's vendor on the 11th of the month for assessments from the previous month.

### 8.7.2. Appeal Packets and Hearing Attendance

8.7.2.1. The Contractor shall ensure that all Appeal Packets and Hearing Attendance information is entered into the Department prescribed system within the required timeframe. The Department will pay for all Appeal Packets and Hearing Attendances from data pulled from the Department prescribed system on the 11th day of the month for Appeal Packets and Hearing Attendance from the previous month. The Contractor shall maintain all supporting documentation and packets related to all Appeals.

### 8.7.3. Case Management Training

8.7.3.1. The Contractor shall submit the Case Management Training deliverable. The Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department. If a case manager did not receive one or more of the required trainings prior to being assigned independent duties, the Contractor shall not receive payment for the Deliverable until all trainings have been provided. The Contractor shall have 30 calendar days to provide any outstanding trainings and resubmit the deliverable.

### 8.7.4. Community Advisory Committee Updates

8.7.4.1. The Contractor shall submit the Committee Updates Deliverables. The Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the Deliverable shows that no committee meeting updates have been included, the Contractor shall not receive payment for the Deliverable.

### 8.7.5. Complaint Log and Trend Analysis

8.7.5.1. The Contractor shall submit a quarterly Complaint Log and Trend Analysis deliverable. The Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

### 8.7.6. Continuous Quality Improvement Plan

8.7.6.1. The Contractor shall submit the Continuous Quality Improvement Plan deliverable and updates. The Contractor shall receive payment once the Department has reviewed and



accepted the Deliverable. If the original submission is rejected by the Department, the Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

8.7.7. Critical Incident Quarterly Follow-Up Completion and Entry Performance Standard

8.7.7.1. The Contractor is eligible to receive a quarterly performance-based payment for timely completion of the requested HCBS CIR follow-up action. To receive this quarterly performance-based payment, the Contractor must have 90% of all CIRs assigned follow-up completed and entered into the Department's prescribed system within the timelines assigned by the Department and/or Department Quality Improvement Organization. The Department will calculate the Contractor's performance at the close of each quarter to determine if the Contractor will be awarded the performance-based payment. HCBS and SGF CIRs will be calculated and paid separately.

8.7.8. Critical Incident Reports and Investigations: HCBS IDD Waivers

8.7.8.1. The Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the 11th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.

8.7.9. Critical Incident Reports: HCBS LTSS Waivers

8.7.9.1. The Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the 11th day of the month for HCBS-BI, HCBS-CIH, HCBS-CLLI, HCBS-CMHS, and HCBS-EBD.

8.7.10. Critical Incident Reporting and Investigation: State SLS, OBRA-SS, FSSP

8.7.10.1. The Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay for all State SLS, OBRA-SS, and FSSP CIRs MANE and CIRs Non-MANE based on data pulled from the Department's prescribed system on the 11th day of the month for CIRs from the previous month.

8.7.11. Developmental Disability and Delay Determinations

8.7.11.1. The Contractor shall input all disability determinations into the Department prescribed system within the required timeframes. The Department will pay disability determinations, based on data pulled from the Department prescribed system on the 11th day of the month for determinations from the previous month.

8.7.12. Direct Services: State SLS, OBRA-SS, FSSP

8.7.12.1. The Contractor shall submit the State General Fund program direct service expenditure report for all direct service expenditures for State SLS, OBRA-SS, and FSSP by the 15<sup>th</sup> of each month. The Contract shall receive reimbursement for allowable direct services not to exceed maximum for State General Fund programs for all reimbursable activities for the fiscal year.

8.7.13. Expedited Testing for DD Determinations for PASRR Level II Evaluations

- 8.7.13.1. The Contractor shall invoice the Department monthly for the costs of expediting testing for DD Determinations necessary for the completion of a PASRR II evaluation by the 15th day of the month for the determinations completed in the previous month. The Department will pay for the actual cost for each expedited DD Determination once the invoice has been reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department.
- 8.7.14. Family Support Council Meetings
  - 8.7.14.1. The Contractor shall submit meeting minutes to the Department for FSC meetings attended by the 15th day of the month for meetings attended in the previous month, and by June 30th or the Fiscal Year end close date determined by the Department for all meetings attended in June. The Department will pay for up to six FSC meetings attended within the Fiscal Year once the invoice and supporting documentation has been reviewed and accepted. The Contractor shall maintain all supporting documentation related to an FSC meeting and make it available to the Department upon request.
- 8.7.15. FSSP Annual Report
  - 8.7.15.1. The Contractor shall submit an FSSP Report on an annual basis to the Department. The Contractor shall receive payment for the Annual FSSP Report after it has been reviewed and accepted by the Department.
- 8.7.16. FSSP Evaluation Report
  - 8.7.16.1. The Contractor shall submit an FSSP Evaluation Report on an annual basis to the Department. The Contractor shall receive payment for the FSSP Evaluation Report after it has been reviewed and accepted by the Department.
- 8.7.17. HCBS-DD Waiting List Enrollment Capacity Building
  - 8.7.17.1. The Department will pay the Contractor for each new member enrolled into the HCBS-DD waiver from the waiting list as authorized by the Department and as funding is appropriated and earmarked by the General Assembly. The Department will determine which HCBS-DD enrollments from the waiting list qualify for capacity building funding as defined in this Contract.
- 8.7.18. Human Rights Committee: HCBS IDD Waivers
  - 8.7.18.1. The Contractor shall create all HRC packets in accordance with Department requirements and timeframes. The Contractor shall maintain all supporting documentation related to a Human Rights Committee meeting and make it available to the Department upon request. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the 11th day of the month for HCBS-CES, HCBS-CHRP, HCBS-DD, and HCBS-SLS enrollments from the previous month.
- 8.7.19. Human Rights Committee Packet Creation: State SLS, OBRA-SS, FSSP
  - 8.7.19.1. The Contractor shall invoice the Department for all State SLS, OBRA-SS, and FSSP member packets created during a Human Rights Committee meeting by the 15th day of the month for all meetings held in the previous month. The Department will pay for each packet created once the invoice has been reviewed and accepted. All invoices shall be submitted on the format prescribed by the Department.
- 8.7.20. Level of Care Screen: Initial and Reassessments

- 8.7.20.1. The Contractor shall conduct and enter all initial and reassessment Level of Care Screens into the Department's prescribed system within the required timeframes. The Department will pay for initial and reassessment Level of Care Screens based on data pulled from the Department's prescribed system on the 11th day of the month for Screens conducted in the previous month.
- 8.7.21. Long-Range Plan
  - 8.7.21.1. The Contractor shall submit a Long-Range Plan on an annual basis and present it to the Department. The Contractor shall receive payment for the Long-Range Plan after it has been reviewed and accepted by the Department.
- 8.7.22. Monitoring Contacts: State SLS and OBRA-SS
  - 8.7.22.1. The Contractor shall conduct and enter all monitoring contacts for State SLS and OBRA-SS into the Department's prescribed system within the required timeframe. The Contractor shall receive payment for the four required monitoring contacts per service plan year. The Department will pay for monitoring contacts based on data pulled from the Department's prescribed system on the 11th day of the month for contacts conducted in the previous month.
- 8.7.23. Most in Need Assessment: FSSP
  - 8.7.23.1. The Contractor shall conduct and enter all completed Needs Assessments into the Department's prescribed system within the required timeframe. The Contractor shall receive payment for one Needs Assessment for members enrolled or on the FSSP ASAA waiting list per fiscal year. The Department will pay for Needs Assessments each month based on data pulled from the Department's prescribed system on the 11th day of the month for assessments conducted in the previous month.
- 8.7.24. Needs Assessment: Initial and Reassessment
  - 8.7.24.1. The Contractor shall conduct and enter all initial and reassessment Needs Assessments into the Department's prescribed system within the required timeframes. The Department will pay for initial and reassessment Needs Assessments based on data pulled from the Department's prescribed system on the 11th day of the month for assessments conducted in the previous month.
- 8.7.25. Ongoing Case Management: State SLS, OBRA-SS, FSSP
  - 8.7.25.1. The Contractor shall conduct and enter all ongoing case management activities for State SLS, OBRA-SS, and FSSP into the Department's prescribed system within the required timeframe. The Contractor shall receive one ongoing case management payment each month per member for allowable activities completed. The Department will pay for ongoing case management activities based on data pulled from the Department's prescribed system on the 11th day of the month for activities conducted in the previous month.
- 8.7.26. Operations Guide
  - 8.7.26.1. The Contractor shall develop an Operations Guide that meets all requirements outlined in this Contract for year one. The Contractor shall receive payment for the Operations Guide once the deliverable has been reviewed and accepted by the Department.
- 8.7.27. Operations Guide Updates

- 8.7.27.1. The Contractor shall review the Operations Guide for years two, three, four, and five of this Contract, and determine if any modifications are required. Updates shall include but not be limited to any changes in the Work, in the Department's processes and procedures, or in the Contractor's processes and procedures. The Contractor shall submit the Annual Operations Guide Update as well as a summary of all changes to the Department or an explanation demonstrating that the Operations Guide was reviewed, and the Contractor determined that no edits were necessary. The Department shall review the Operations Guide Update and the summary to determine whether significant modifications were completed. The Contractor shall receive payment for the updated Operations Guide only after the Department has determined that significant changes were made, and the Department has accepted the deliverable. If minor changes or no changes were completed the Contractor shall not receive payment for this deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes.
- 8.7.28. Rural Travel Add-On for Rural and Frontier Counties
- 8.7.28.1. The Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: initial and Reassessment Level of Care Screen, initial and Reassessment Needs Assessment, State SLS and OBRA-SS In-Person Monitoring, and State SLS and OBRA-SS In-Person Individualized Support Plans based on data pulled from the department prescribed system on the 11th day of the month for activities from the previous month.
- 8.7.29. SIS-A Assessments
- 8.7.29.1. The Contractor shall enter all SIS assessments into SIS Online by the last day of the month. The Department will pay for all SIS-A Assessments from data pulled from the Department prescribed system on the 11th day of the month for assessments from the previous month. Re-assessment requests must be reviewed and accepted by the Department prior to completion, entry, and payment.
- 8.7.30. Support Need Level Assessment - HCBS-CHRP
- 8.7.30.1. The Contractor shall maintain all supporting documentation related to the Support Need Level Assessment and make it available to the Department upon request. The Contractor shall invoice the Department for all completed assessments by the 15th day of the month for all assessments completed in the previous month. The Department will pay for assessments once the invoice and supporting documentation is reviewed and accepted.
- 8.7.31. Training on the Colorado Single Assessment, and Person-Centered Support Plan Instruments and Streamlined Eligibility
- 8.7.31.1. The Contractor shall receive payment once participating case managers complete the training on the Colorado Single Assessment, and Person-Centered Support Plan instruments and streamlined eligibility. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers participating.
- 8.7.32. Waiting List Management
- 8.7.32.1. The Contractor shall enter all waiting list management contacts with individuals and families into the Department prescribed system within the required timeframe. The Department will pay for required Waiting List contacts from data pulled from the

Department prescribed system on the 11th of the month for assessments from the previous month. The Department shall not pay for more than one contact per individual (18 and older) on the HCBS-DD ASAA, See Date and Safety Net waiting list and State SLS or FSSP ASAA waiting list per year.

**8.7.33. Year End Close Deadlines**

- 8.7.33.1. The due dates identified in this section shall be adhered to, and information entered into the Department's prescribed systems and/or submitted to the Department by a date identified in this Contract. For the month of June, the Department will notify the Contractor of the modified due date to account for year-end closing. Any submission past the assigned year end close date will not be reimbursed.

**8.8. Payment and Billing Errors**

- 8.8.1. The Contractor shall review all payments made by the Department to ensure accuracy within 10 Business Days of receiving a payment summary.
- 8.8.2. The Contractor shall notify the Department of any errors in billing or payment within 10 Business Days of receiving a payment summary on the Department's prescribed template to ensure over and under payments are adjusted.
- 8.8.2.1. **DELIVERABLE:** Payment Correction Form
- 8.8.2.2. **DUE:** Within 10 Business Days of receiving a payment summary from the Department.

**8.9. Unexpended Funds**

- 8.9.1. The Contractor shall remit any Subawards disbursed under this Contract that are not expended by the close of the Period of Performance.

**8.10. Closeout Payments**

- 8.10.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.



**EXHIBIT C, RATES**

<b>Case Management Agency (CMA) Rates Table</b>				
<b>Description</b>	<b>Rate</b>	<b>Frequency</b>	<b>Payment Type</b>	<b>Funding Source</b>
Operations Guide	\$ 7,750.55	Annually – Year 1 of the Contract	Deliverable	Federal/State Funded
Operations Guide Update	\$ 1,396.22	Annually – Years 2+ of the Contract	Deliverable	Federal/State Funded
Long Range Plan	\$ 3,473.83	Annually	Deliverable	Federal/State Funded
Committee Updates	\$ 1,050.72	Semi-Annually	Deliverable	Federal/State Funded
Continuous Quality Improvement Plan	\$ 496.78	Annually	Deliverable	Federal/State Funded
Complaint Trend Analysis	\$ 3,781.41	Quarterly	Deliverable	Federal/State Funded
Case Management Training	\$ 636.03	Semi-Annually	Deliverable	Federal/State Funded
Creation of Packet - Appeals	\$ 521.18	Per Packet	Report	Federal/State Funded
Attendance at Hearing - Appeals	\$ 481.34	Per Hearing	Report	Federal/State Funded
Critical Incident Reporting with Investigation (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS)	\$ 6.18	Monthly, Per Member Enrolled	Report	Federal/State Funded
Critical Incident Reporting (HCBS – BI, HCBS – CMHS, HCBS – EBD, HCBS – SCI, HCBS - CLLI)	\$ 1.58	Monthly, Per Member Enrolled	Report	Federal/State Funded
Critical Incident Follow-Up Performance Standard	\$ 3,389.28	Quarterly	Deliverable	Federal/State Funded
Human Rights Committee (HCBS – CES, HCBS – CHRP, HCBS – DD, HCBS – SLS)	\$ 5.83	Monthly, Per Member Enrolled	Report	Federal/State Funded
Waiting List Management	\$ 93.55	Per Contact	Report	State Funded
Initial Level of Care Assessment (100.2)	\$ 278.06	Per Assessment	Report	Federal/State Funded
CSR Level of Care Assessment (100.2)	\$ 209.83	Per Assessment	Report	Federal/State Funded

Initial Level of Care Screen	\$ 206.15	Per Screen	Report	Federal/State Funded
Annual Reassessment – Level of Care Screen	\$ 191.79	Per Screen	Report	Federal/State Funded
Initial Needs Assessment – Required Questions Only	\$ 260.28	Per Assessment	Report	Federal/State Funded
Annual Reassessment Needs Assessment – Required Questions Only	\$ 244.31	Per Assessment	Report	Federal/State Funded
Initial Needs Assessment – Voluntary Questions Included	\$ 325.36	Per Assessment	Report	Federal/State Funded
Annual Reassessment Needs Assessment – Voluntary Questions Included	\$ 310.93	Per Assessment	Report	Federal/State Funded
SIS Assessment	\$ 350.09	Per Assessment	Report	Federal/State Funded
HCBS-CHRP ICAP Assessment	\$ 162.02	Per Assessment	Invoice	Federal/State Funded
Initial HCBS-CES Application	\$ 185.50	Per Application	Report	Federal/State Funded
CSR HCBS-CES Application	\$ 139.96	Per Application	Report	Federal/State Funded
Medicaid Eligible IDD Determination	\$ 449.81	Per Determination	Report	Federal/State Funded
Medicaid Eligible Delay Determination	\$ 267.61	Per Determination	Report	Federal/State Funded
SGF IDD Determination	\$ 449.81	Per Determination	Report	State Funded
SGF Delay Determination	\$ 267.61	Per Determination	Report	State Funded
Expedited DD Determination Testing for PASRR Level II Evaluations	\$ 471.67	Actual Costs up to Rate, Per Evaluation	Invoice	Federal/State Funded
Rural Travel Add-On	\$ 36.73	Per Required in Person Contact for Rural and Frontier Agencies	Report	Federal/State Funded
Completed Training on the Colorado Single Assessment and Person-	Calculated Allocation	Upon Training Completion	Deliverable	Federal/State Funded

Centered Support Plan Instruments				
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: MANE	\$ 342.33	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Critical Incident Reporting & Investigation: Non-MANE	\$ 45.79	Per Incident	Report	State Funded
State SLS, OBRA-SS, and FSSP Human Rights Committee	\$ 123.26	Per Member Reviewed	Invoice	State Funded
State SLS and OBRA-SS Complaints Trend Analysis	\$ 216.36	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP CIR Follow-Up Performance Standard	\$ 50.79	Quarterly	Deliverable	State Funded
State SLS, OBRA-SS, and FSSP Ongoing Case Management	\$ 89.87	Monthly, Per Activity	Report	State Funded
State SLS and OBRA-SS Monitoring	\$ 102.65	Per Contact	Report	State Funded
State SLS and OBRA-SS Monitoring - Virtual	\$ 85.74	Per Contact	Report	State Funded
State SLS Expenditure Report	\$ 613.49	Monthly	Invoice	State Funded
OBRA-SS Expenditure Report	\$ 362.31	Monthly	Invoice	State Funded
FSSP Needs Assessment	\$ 32.60	Per Assessment	Report	State Funded
FSSP Expenditure Report	\$ 545.66	Monthly	Invoice	State Funded
Family Support Council Meetings	\$ 410.09	Per Meeting	Invoice	State Funded
FSSP Annual Report	\$ 609.60	Annually	Deliverable	State Funded
FSSP Program Evaluation	\$ 518.81	Annually	Deliverable	State Funded

## **EXHIBIT D, TERMINOLOGY**

### **1. TERMINOLOGY**

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
  - 1.1.1. Adverse Action – A denial, reduction, termination, or suspension from a long-term service and support program or service.
  - 1.1.2. Affiliated Entity – An organization that directly or indirectly controls another entity, has substantially similar ownership of another entity, and/or owns a substantial share of another entity.
  - 1.1.3. Appeal – The process a case manager participates in when a Client or Member appeals an adverse action made by the case manager.
  - 1.1.4. Behavioral Health Authorities (BHA) – The behavioral health administration established in Part 200 of Article 50 of Title 27, C.R.S.
  - 1.1.5. Business Day – Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State observes one of the holidays listed in C.R.S. §24–11–101(1).
  - 1.1.6. Business Interruption – Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
  - 1.1.7. Care and Case Management System (CCM) – The Department's case management Information Technology (IT) platform.
  - 1.1.8. Case Management – The assessment of a Member eligible to receive or receiving long-term services and supports, the development and implementation of a Support Plan for such Member, referral and related activities, the coordination and monitoring of long-term service and supports delivery, the evaluation of service effectiveness, and the periodic reassessment of such Member's needs.
  - 1.1.9. Case Management Agency (CMA) – A public or private not-for-profit or for-profit organization contracted with the state of Colorado to provide case management services and activities pursuant to C.R.S. 25.5-6-1702.
  - 1.1.10. Case Manager – A person who provides case management services and activities pursuant to Article 6 and Article 10 of C.R.S. Title 25.5 for members receiving long-term services and supports.
  - 1.1.11. Child Health Plan Plus – Colorado's public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado, but not enough to pay for private health insurance.
  - 1.1.12. Client – Any individual applying for or seeking information for LTSS.
  - 1.1.13. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

- 1.1.14. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.15. Community Centered Board (CCB) – A private for-profit or not-for profit organization that is an administrator of locally generated funding pursuant to CRS 25.5-10-206(6) and acts as a resource for persons with an intellectual and developmental disability or a child with a developmental delay.
- 1.1.16. Complaints – Any complaint received by the Contractor as it relates to the services provided through this Contract to include, but not limited to: general business functions, administration, State General Fund program functions, and case management functions. Excludes any complaints regarding activities outside the scope of this Contract.
- 1.1.17. Consumer-Directed Attendant Support Services (CDASS) – The service delivery option for services that assist an individual in accomplishing activities of daily living when included as a waiver benefit that may include health maintenance, personal care and homemaker activities.
- 1.1.18. Contract – The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.
- 1.1.19. Contract Funds – The funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under the Contract resulting from this Solicitation.
- 1.1.20. Contractor – The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 1.1.21. Contractor Pre-Existing Material – Material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.
- 1.1.22. Corrective Action Plan – A written plan, which includes the specific actions the agency shall take to correct non-compliance with regulations and contractual obligations, which stipulates the date by which each action shall be completed.
- 1.1.23. Critical Incident – An actual or alleged event that creates the risk of serious harm to the health or welfare of an individual receiving services; and it may endanger or negatively impact the mental and/or physical well-being of an individual.
- 1.1.24. Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) – A Critical Incident Report entered into the Department prescribed system with a category of Mistreatment, Abuse, Neglect, or Exploitation.
- 1.1.25. Critical Incident Report (CIR) Non-MANE – A Critical Incident Report entered into the Department prescribed system with a category of criminal activity, damage to consumer's property/theft, death, injury/illness, medication management issues, missing persons, other high-risk issues, and unsafe housing/displacement.
- 1.1.26. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or project assigned in the Statement of Work.



- 1.1.27. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
- 1.1.28. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 1.1.29. Designated Service Area – The geographical area determined by the State Department to be served by a Case Management Agency per C.R.S. 25.5-6-1702.
- 1.1.30. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 1.1.31. Effective Date – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.
- 1.1.32. Eligibility Determination – The eligibility of an individual for a Long-Term Services and Supports (LTSS) program is determined by meeting all the requirements of the program, to include Level of Care Determination and financial eligibility.
- 1.1.33. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.34. Goods – Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- 1.1.35. Health First Colorado – Colorado’s Medicaid program.
- 1.1.36. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.37. Home and Community Based Services (HCBS) Waivers – Services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to a client who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). This includes: Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Children’s Extensive Services Waiver (HCBS-CES), Home and Community Based Services Children’s Residential Habilitation Program Waiver (HCBS-CHRP), Home and Community Based Services Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Home and Community Based Services Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons with Developmental Disabilities (HCBS-DD), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Home and Community Based Services Supported Living Services Waiver (HCBS-SLS), and Home and Community Based Services Waiver for Persons with Spinal Cord Injury (HCBS-CIH).
- 1.1.38. Hospital Back-Up - A LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.

- 1.1.39. Incident – Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- 1.1.40. In-Home Services and Supports (IHSS) – Means services that are provided in the home and in the community by an Attendant under the direction of the client or client's Authorized Representative, including Health Maintenance Activities and support for activities of daily living or instrumental activities of daily living, Personal Care services and Homemaker services.
- 1.1.41. Intermediate Care Facility (ICF) - A residential facility that is certified by the Centers for Medicare and Medicaid (CMS) to provide habilitative, therapeutic and specialized support services to persons with intellectual and developmental disabilities.
- 1.1.42. Intake, Screening and Referral – The initial contact between the individual and the Contractor and shall include but is not limited to a preliminary screening in the following areas: a Client's need for long term services and supports; a Client's need for referral to other programs or services; a Client's eligibility for financial and program assistance; and the need for a Level of Care Screen and Needs Assessment of the Client seeking services.
- 1.1.43. Key Personnel – The position or positions that are specifically designated as such in the Contract.
- 1.1.44. Learning Management System (LMS) - An online software application for the administration, delivery and tracking of case management training programs and materials.
- 1.1.45. Level of Care – The level of assistance needed by an individual seeking services or a member to perform activities of daily living, to include mobility; bathing; dressing; eating; toileting; transferring; and need for supervision as determined by the Level of Care Screen.
- 1.1.46. Level of Care Determination – The eligibility determination of an individual for a Long-Term Services and Supports (LTSS) program by a Case Management Agency as determined by the requirements of the program, using the Department prescribed instrument.
- 1.1.47. Long Term Care notice of action – The form required to be sent to Clients by the Contractor within eleven (11) business days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.
- 1.1.48. Long Term Services and Supports (LTSS) – The services and supports used by Members of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.
- 1.1.49. Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: FSSP, HCBS-BI, HCBS-CES, HCBS-CHRP, HCBS-CLLI, HCBS-CMHS, HCBS-DD, HCBS-EBD, HCBS-CIH, HCBS-SLS, HBU, LTHH, Medicaid Nursing Facilities, OBRA-SS, PACE, State SLS.
- 1.1.50. Long Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) – An evaluation conducted by the case manager with the individual seeking services and others chosen by the individual to participate (such as family members, friends, and/or caregivers), to determine an applicant or member's eligibility for long-term services and supports based on their need for institutional level of care as determined by utilizing the Department's prescribed instrument, with supporting diagnostic information from the

Individual's medical providers, for the purpose of determining the Individual's level of functioning for admission or continued stay in Long-Term Services and Supports (LTSS) programs.

- 1.1.51. Medical Assistance (MA) Site - Designated sites allowed by statute or certified by the Department of Health Care Policy and Financing (Department) to process the State-authorized Medical Assistance application for the programs that are administered by the Department and determine eligibility for said programs.
- 1.1.52. Member – Any individual enrolled in the Colorado Medicaid program, State General Fund program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.53. National Core Indicators-Aging and Disabilities (NCI-AD) – Standard measures used across participating states to assess the quality of life and outcomes of seniors and adults with physical disabilities—including traumatic or acquired brain injury—who are accessing publicly-funded services through the Older Americans Act (OAA), Program of All-Inclusive Care for the Elderly (PACE), Medicaid, and/or state-funded programs. The project is coordinated by Advancing States and Human Services Research Institute (HSRI). NCI-AD data are gathered through yearly in-person Adult Consumer Surveys administered by state Aging, Disability, and Medicaid Agencies (or an Agency-contracted vendor) to a sample of at least 400 individuals in each participating state. NCI-AD data measures the performance of states' long term services and supports (LTSS) systems and service recipient outcomes, helping states prioritize quality improvement initiatives, engage in thoughtful decision making, and conduct futures planning with valid and reliable LTSS data.
- 1.1.54. Needs Assessment - A comprehensive evaluation conducted by the case manager, using the Department prescribed instrument, with the individual seeking services or member and appropriate collaterals as requested and/or necessary (such as family members, advocates, friends and/or caregivers), and including supporting information from the individual's providers to determine the individual's service needs, goals, available resources, and potential funding resources.
- 1.1.55. Nursing Facility - A facility provider that meets the state nursing facility licensing standards established pursuant to C.R.S. §25-1.5-103 and is maintained primarily for the care and treatment of inpatients under the direction of a physician.
- 1.1.56. Offeror – Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 1.1.57. Operational Start Date – When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 1.1.58. Organized Health Care Delivery System - A Case Management Agency that contracts with other qualified providers to furnish services authorized in the HCBS-BI, HCBS-CCLI, HCBS-CES, HCBS-CIH, HCBS-CHRP, HCBS-CMHS, HCBS-DD, HCBS-EBD, and HCBS-SLS waivers. CMAs are responsible for purchasing specific goods and services for members, authorized on the Person-Centered Support Plan, as set forth by the Department's prescribed guidelines for OHCDS.
- 1.1.59. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

- 1.1.60. Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.
- 1.1.61. Period of Performance – Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- 1.1.62. Person-Centered Approach – Respecting and valuing individuals' and Members' preferences, strengths, and contributions.
- 1.1.63. Person-Centered Support Plan - A document, using the State-prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a member to remain safely in the community and develop in accordance with the Department rules. The plan includes the funding source, frequency, amount and provider of each service and is developed with the member and people chosen by the member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the member's Assessment and knowledge of the individual and community resources and informs the member of their rights and responsibilities.
- 1.1.64. Person-Centered Support Planning – The process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment and knowledge of the Member and of community resources. Support planning informs the Member receiving services of his or her rights and responsibilities.
- 1.1.65. Personally Identifiable Information – 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 C.R.S.
- 1.1.66. Pre-Admission Screening and Resident Review (PASRR) – The review that occurs for all Clients seeking admission to a Medicaid nursing facility to screen the Client for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the Client needs the level of services that a nursing facility provides and whether Clients who need nursing facility services also need specialized services.
- 1.1.67. Professional Medical Information Page (PMIP) – The medical information document signed by a licensed medical professional used as a component of the Level of Care Screening and Assessment to determine the Client's or Member's need for a LTSS program.
- 1.1.68. Program – A publicly funded program including, but not limited to: Home and Community Based Services Waivers, Medicaid Nursing Facility, Hospital Back-Up, Program for All-Inclusive Care for the Elderly (PACE), Long Term Home Health (LTHH), and State General Funded (SGF) Programs.



- 1.1.69. Protected Health Information – 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.
- 1.1.70. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.71. Quality Improvement Strategy (QIS) – The Department’s process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 CFR 441.301 and 441.302.
- 1.1.72. Quarter – Four (4) distinct time periods during the State Fiscal Year. Quarter one (1) begins on July 1 and ends September 30. Quarter two (2) begins on October 1 and ends December 31. Quarter three (3) begins on January 1 and ends March 31. Quarter four (4) begins on April 1 and ends June 30.
- 1.1.73. Regional Accountable Entity (RAE) – A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).
- 1.1.74. Resource Development – The study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS Clients and Members and those likely to need community based LTSS in the future.
- 1.1.75. Rural and Frontier – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.
- 1.1.76. Services – The services and activities to be performed by the Contractor as set forth in this Contract and shall include any services and activities to be rendered by the Contractor in connection with the Goods. Services identified through this Contract specifically exclude any Home and Community Based Services, State Plan Benefit Services, and other Medicaid services reimbursed through a Medicaid Provider Agreement.
- 1.1.77. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.78. State – The State of Colorado, acting by and through any State agency.
- 1.1.79. State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24–30–202(13)(a).
- 1.1.80. State Fiscal Year – The 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.
- 1.1.81. State Intellectual Disability Authority (SIDA) – The person authorized by the Department to review PASRR Level II Evaluations and approve or deny a nursing facility admission for



individuals with intellectual and developmental disabilities. SIDA issues the Letter of Determination to the nursing facility.

- 1.1.82. State General Fund Programs – Case management, services, and supports authorized by the General Assembly and provided in the family home, a community setting, or Nursing Facility using 100% General Fund dollars. Including, the Family Support Services Program (FSSP), State Supported Living Services Program (State SLS), and Omnibus Reconciliation Act of 1987 Specialized Services Program (OBRA-SS).
- 1.1.83. State Records – Any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- 1.1.84. Subcontractor – Third parties, if any, engaged by Contractor to aid in performance of the Work.
- 1.1.85. Support Need Level Assessment - The standardized assessment tool to identify and measure the practical support requirements for HCBS-CHRP waiver participants.
- 1.1.86. Surcharge - Any additional amount added by the Contractor, over and above the rate charged by the subcontractor to the Contractor, which would be shown on an individual's service plan or on encounter data service rates submitted to the Department.
- 1.1.87. Target Criteria – Department defined criteria based on Member needs to access services under a HCBS waiver.
- 1.1.88. Targeted Case Management (TCM) – Required case management activities for Members enrolled in a HCBS waivers as defined in 10 CCR 2505-10 8.761.14 et seq. that are reimbursed as a State Plan benefit and through a Medicaid Provider Agreement. TCM activities are excluded from the Work within this Contract.
- 1.1.89. Waiting List - A list of otherwise eligible individuals established to manage selection of individuals' entrance into the waiver or State General Fund programs until approved capacity and funding become available.
- 1.1.90. Work – The delivery of the Goods and performance of the Services described in the Contract.
- 1.1.91. Work Product – 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.

## **2. ACRONYMS AND ABBREVIATIONS**

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
  - 2.1.1. CFR – Code of Federal Regulations
  - 2.1.2. CHP+ –Child Health Plan Plus
  - 2.1.3. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
  - 2.1.4. C.R.S. – Colorado Revised Statutes
  - 2.1.5. CPI – Consumer Price Index

- 2.1.6. CPI-U – CPI for all urban consumers
- 2.1.7. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.8. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.9. PCI – Payment Card Information
- 2.1.10. PHI – Protected Health Information
- 2.1.11. PII – Personally Identifiable Information
- 2.1.12. SFY – State Fiscal Year
- 2.1.13. U.S.C. – United States Code
- 2.1.14. VARA – Visual Rights Act of 1990

## **EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS**

### **1. CONTRACTOR'S GENERAL REQUIREMENTS**

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. The Contractor shall serve as the Case Management Agency for the following counties:
  - 1.2.1. Baca
  - 1.2.2. Kiowa
  - 1.2.3. Prowers
- 1.3. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.4. The Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.5. The Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 1.6. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. The Contractor shall make such records available to the Department upon request throughout the term of the Contract.

### **1.7. Deliverables**

- 1.7.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
  - 1.7.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, the Contractor shall:
    - 1.7.1.1.1. Gather and document requirements for the Deliverable.
    - 1.7.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.
    - 1.7.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
      - 1.7.1.1.3.1. Readability.
      - 1.7.1.1.3.2. Spelling.

- 1.7.1.1.3.3. Grammar.
- 1.7.1.1.3.4. Completion.
- 1.7.1.1.4. Adhere to all required templates or development of templates.
- 1.7.1.1.5. Perform modifications that include version control and tracked changes.
- 1.7.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
  - 1.7.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
  - 1.7.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
  - 1.7.1.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.7.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.7.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.7.4. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.7.5. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 1.7.6. If any Deliverable contains ongoing responsibilities or requirements for the Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other

Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.

- 1.7.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

## **1.8. Stated Deliverables and Performance Standards**

- 1.8.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

## **1.9. Communication with the Department**

- 1.9.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
- 1.9.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. The Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
  - 1.9.2.1. The date the transmittal will be effective.
  - 1.9.2.2. Direction to the Contractor regarding performance under the Contract.
  - 1.9.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
  - 1.9.2.4. The signature of the Department employee who has been designated to sign transmittals.
    - 1.9.2.4.1. The Department will provide the Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.
- 1.9.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
  - 1.9.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.9.4. If the Contractor receives conflicting transmittals, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.



- 1.9.5. In the event that the Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.9.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.9.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.9.8. The Contractor shall provide written notification to the Department in instances where the Contractor has not been successful in meeting any requirement or timeframe identified in this Contract. This notification must be provided to the Department within 3 Business Days of the breach on a template provided by the Department.

#### **1.10. Individual and Member Engagement**

- 1.10.1. Person- and Family-Centered Approach
- 1.10.2. The Contractor shall actively engage Members in their health and well-being by demonstrating the following:
  - 1.10.2.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.
  - 1.10.2.2. Utilization of various tools to communicate clearly and concisely.
  - 1.10.2.3. The Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

#### **1.11. Cultural Responsiveness**

- 1.11.1. The Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
- 1.11.2. The Contractor shall provide all information for individuals and Members in a manner and format that may be easily understood and is readily accessible by individuals and Members.
- 1.11.3. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

#### **1.12. Language Assistance Services**

- 1.12.1. The Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to any individual or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.
- 1.12.2. The Contractor shall make oral interpretation available in all languages.

- 1.12.3. The Contractor shall assure the competence of language assistance provided by interpreters and bilingual staff.
- 1.12.4. The Contractor shall not use family and friends to provide interpretation services except by request of the individual or Member.
- 1.12.5. The Contractor shall provide interpreter services for all interactions with individuals and Members when there is no Contractor staff person available who speaks a language understood by an individual or Member.
- 1.12.6. The Contractor shall notify individuals and Members verbally regarding the individual's or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.
- 1.12.7. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.
- 1.12.8. The Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.
- 1.12.9. The Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.

**1.13. Written Materials for Individuals and Members**

- 1.13.1. The Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.
- 1.13.2. The Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.
- 1.13.3. The Contractor shall write all materials in easy to understand language.

**1.14. Individual and Member Communications**

- 1.14.1. The Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.
- 1.14.2. The Contractor shall assist any individual or Member who contacts the Contractor, including individuals and Members not in the Contractor's Defined Service Area who need assistance with contacting his/her/their CMA, CCB, RAE, or other agencies.

**1.15. Individual and Member Rights**

- 1.15.1. The Contractor shall have written policies guaranteeing each individual's and Member's right to be treated with respect and due consideration for his or her dignity and privacy.
- 1.15.2. The Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:
  - 1.15.2.1. The right to be treated with respect and due consideration for their dignity and privacy.
  - 1.15.2.2. The right to participate in decisions regarding their services.
  - 1.15.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
  - 1.15.2.4. The right to request and receive a copy of their records.
  - 1.15.2.5. The right to obtain available and accessible services under the Contract.

1.15.3. The Contractor shall post and distribute rights to individuals, including but not limited to:

1.15.3.1. Individuals/Members.

1.15.3.2. Individual's/Member's families.

1.15.3.3. Providers.

1.15.3.4. Case Workers.

1.15.3.5. Stakeholders.

**1.16. Start-Up Plan**

1.16.1. The Contractor shall create a Start-Up Plan that contains, at a minimum, the following:

1.16.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to the Contractor.

1.16.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for the Contractor to be fully able to perform all Work by the Operational Start Date.

1.16.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

1.16.1.4. An operational readiness review for the Department to determine if the Contractor is ready to begin performance of all Work.

1.16.1.5. The risks associated with the start-up and a plan to mitigate those risks.

1.16.1.5.1. **DELIVERABLE:** Start-Up Plan

1.16.1.5.2. **DUE:** 20 Calendar Days Prior to the Contract Start Date

**1.17. Start-Up Period**

1.17.1. With input from the Department, the Contractor shall complete all of the following during the Start-Up Period:

1.17.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:

1.17.1.1.1. Key Personnel.

1.17.1.1.2. Department Leadership.

1.17.1.1.3. Department Project Team Members.

1.17.1.1.4. Any other relevant and needed persons or organizations.

1.17.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:

1.17.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.

1.17.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.

1.17.1.2.3. Transmission methods and specific Deliverable templates or requirements.

1.17.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.

1.17.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.

- 1.17.1.3.1. **DELIVERABLE:** Kickoff Meeting Agenda & Materials
- 1.17.1.3.2. **DUE:** Within three Business Days after the Kickoff Meeting
- 1.17.1.4. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.
- 1.17.1.5. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for the Contractor to begin work on the Operational Start Date. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

1.17.1.5.1. **DELIVERABLE:** Policies & Procedures Manual

1.17.1.5.2. **DUE:** No later than the Operational Start Date

#### 1.18. **Operations Guide**

- 1.18.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Sections 1.10 and 11.18 prior to the Operational Start Date. The Department shall not be liable to the Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.
- 1.18.2. The Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:
  - 1.18.2.1. Communication Plan.
  - 1.18.2.2. Business Continuity Plan.
  - 1.18.2.3. Closeout Plan.
- 1.18.3. The Contractor shall submit the Operations Guide to the Department for review and approval.
- 1.18.3.1. **DELIVERABLE:** Operations Guide
- 1.18.3.2. **DUE:** Within 30 Business Days after the Effective Date
- 1.18.4. The Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures and update the Guide as appropriate to account for any changes. The Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.
  - 1.18.4.1. **DELIVERABLE:** Annual Operations Guide Update
  - 1.18.4.2. **DUE:** Annually, by July 31<sup>st</sup>
- 1.18.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.
- 1.18.6. **Communication with Members, Providers, and Other Entities**

- 1.18.6.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
  - 1.18.6.1.1. A description of how the Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.
  - 1.18.6.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, that the Contractor will use to communicate with Providers and Subcontractors.
  - 1.18.6.1.3. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
  - 1.18.6.1.4. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Members or Providers are insufficient.
  - 1.18.6.1.5. A listing of the following individuals within the Contractor's organization, including cell phone numbers and email addresses:
    - 1.18.6.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
    - 1.18.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.
    - 1.18.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
- 1.18.7. **Business Continuity Plan**
  - 1.18.7.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:
    - 1.18.7.1.1. The essential services and functions provided by the Contractor.
    - 1.18.7.1.2. The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
    - 1.18.7.1.3. How emergency responses procedures will be implemented and who will activate the business continuity plan.
    - 1.18.7.1.4. How the Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.
    - 1.18.7.1.5. How the Contractor will address training personnel, preparing equipment, and backup systems.
    - 1.18.7.1.6. How the Contractor will address budget and finance mechanisms to ensure financing of essential services.



- 1.18.7.1.7. How the Contractor will ensure necessary supplies and equipment are available to maintain essential services.
- 1.18.7.1.8. How the Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
- 1.18.7.1.9. How the Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.
- 1.18.7.1.10. How the Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.18.7.1.11. How the Contractor will back-up all information necessary to continue performing the Work remotely, so that no information is lost because of a Business Interruption.
- 1.18.7.1.12. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
- 1.18.7.1.13. How the Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
- 1.18.7.1.14. How the Contractor will minimize the effects on Members of any Business Interruption to include how the Contractor will notify members of closures and cancellations.
- 1.18.7.1.15. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 1.18.7.1.16. How the Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.18.7.1.17. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 1.18.7.1.18. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.18.7.1.19. How the Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.
- 1.18.7.1.20. How the Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.
- 1.18.7.1.21. How the Contractor will implement steps to return to normal after a Business Interruption.
- 1.18.8. **Closeout Plan**
- 1.18.8.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department or to another contractor

selected by the Department to be the contractor after the termination of the Contract. The Closeout Plan shall include, but is not limited to:

- 1.18.8.1.1. Transfer of individuals and Members
- 1.18.8.1.2. Transfer of documentation to include all electronic and physical documentation.
- 1.18.8.1.3. Transfer of all individual and Member records through the Department Case Management Systems.
- 1.18.8.1.4. Transfer of services
- 1.18.8.1.5. Transfer of Case Management Services
- 1.18.8.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.
- 1.18.8.2.1. The Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.
- 1.18.8.3. The Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.18.8.4. The Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show the Contractor's status toward meeting the milestones described herein.
- 1.18.8.5. The Contractor shall be ready to perform all Work by the Operational Start Date.

#### 1.19. Closeout Period

- 1.19.1. During the Closeout Period, the Contractor shall complete all of the following:
  - 1.19.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
  - 1.19.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
  - 1.19.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
  - 1.19.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
  - 1.19.1.5. Notify all Members that the Contractor will no longer be the CMA as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.
  - 1.19.1.5.1. **DELIVERABLE:** Member Notifications

1.19.1.5.2. **DUE:** 90 days prior to termination of the Contract

1.19.1.6. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor and will notify the Contractor of this determination for that requirement.

1.19.1.7. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

## 1.20. **Long-Range Plan**

1.20.1. The Contract shall create and present to the Department a Long-Range Plan for its Defined Service Area that describes, at a minimum, the following:

- 1.20.1.1. Administrative and case management accomplishments of the Contractor in the previous year.
- 1.20.1.2. Identified unmet needs of eligible persons in the Defined Service Area and action steps necessary to meet those needs.
- 1.20.1.3. How the Contractor will solicit input from Members and families to ensure quality services.
- 1.20.1.4. Local area issues that impact or are expected to impact the Defined Service Area and action steps on how to resolve those issues.
- 1.20.1.5. Policies that are considered by the Contractor to be a barrier to ensuring a comprehensive case management system and suggested modifications to overcome the barriers.
- 1.20.1.6. A summary of how the Contractor is working to recruit and retain case management staff currently and for the future to maintain and improve the case management services in its Defined Service Area.
- 1.20.1.7. A summary of how the Contractor is working to recruit new and existing providers to expand their services in the Defined Service Area.
- 1.20.1.8. A summary of past efforts and future plans to accelerate equity, diversity, inclusion, and access.
- 1.20.1.9. How the Contractor will engage with and facilitate existing social networks including, but not limited to: CCBs, RAEs, Behavioral Health Authorities, schools, nursing facilities and other unpaid supports and advocacy partners will be used to support members in the Defined Service Area.
- 1.20.1.10. How State General Fund programs and supports will be used to support individuals, members, and families within the Defined Service Area.
- 1.20.1.11. How the voices of historically underserved and marginalized communities will be incorporated into decision-making within the Defined Service Area.

- 1.20.1.12. How feedback will be obtained from community members, members receiving services, and individuals seeking or waiting for services and how the feedback will be incorporated into strategies for delivering case management services within the Defined Service Area.
- 1.20.2. **DELIVERABLE:** Long-Range Plan and Presentation to the Department
- 1.20.3. **DUE:** Annually, by August 15<sup>th</sup>
- 1.21. **Community Advisory Committee**
  - 1.21.1. Within 30 days of the Contract execution date, the Contractor shall establish a Community Advisory Committee of no less than five committee members that will meet at least quarterly to obtain public input and guidance for CMA operations.
  - 1.21.2. The Community Advisory Committee shall include, but not be limited to, at least one person as the regional representation from among the following categories:
    - 1.21.2.1. the district's county commissioners,
    - 1.21.2.2. area agencies on aging,
    - 1.21.2.3. medical professionals,
    - 1.21.2.4. physical or intellectual disability professionals,
    - 1.21.2.5. ombudsmen,
    - 1.21.2.6. human service agencies,
    - 1.21.2.7. county government officials,
    - 1.21.2.8. mental/behavioral health professionals,
    - 1.21.2.9. or HCBS Professionals with experience working with members with Intellectual and Developmental Disabilities.
    - 1.21.2.10. Membership must include regional representation from one or more LTSS members or family members of individuals receiving LTSS:
      - 1.21.2.10.1. Members with I/DD and/or
      - 1.21.2.10.2. Members with disabilities
      - 1.21.2.10.3. Self-advocates and members shall be given priority of selection over family members
  - 1.21.3. The Contractor shall submit the Community Advisory Committee member list annually on the template prescribed by the Department.
    - 1.21.3.1. **DELIVERABLE:** Community Advisory Committee Member List
    - 1.21.3.2. **DUE:** Annually, by August 15<sup>th</sup>
  - 1.21.4. The Contractor shall notify the Department of any changes to Community Advisory Committee membership within 10 Business Days of the date of change.
    - 1.21.4.1. **DELIVERABLE:** Community Advisory Committee Membership Updates
    - 1.21.4.2. **DUE:** Within 10 Business Days of the date of change to the membership list.
  - 1.21.5. The Community Advisory Committee shall include at least two regional representatives of individuals or family members of individuals receiving long-term disability and/or I/DD services.

- 1.21.6. The CMA shall demonstrate efforts to recruit members of the committee who represent the characteristics of the community as it relates to diversity of race, ethnicity, religious affiliation, etc. These efforts shall be reflected in the Long-Range Plan.
- 1.21.7. The Community Advisory Committee is an advisory body to the CMA that provides recommendations and is not a decision-making body. As such the Community Advisory Committee shall:
  - 1.21.7.1. Provide public input and guidance to the CMA in the review of service delivery policies and procedures, marketing strategies, resource development, overall CMA operations, service quality, individual member satisfaction and other related programmatic opportunities to address barriers at a local or regional level.
  - 1.21.7.2. Support the CMA with developing strategies for resolving complaints at the local or regional level.
  - 1.21.7.3. Maintain and post public notices of meetings, meeting minutes, and documented follow up on the Contractor's website.
  - 1.21.7.4. Report to the CMA governing body or board of directors quarterly on all case management complaints trends and follow up completed by the CMA.
  - 1.21.7.5. Provide reports to the Department and its committees upon request.
  - 1.21.7.6. The Community Advisory Committee may be combined in purpose or name with other CMA committees in the CMA defined service area so long as it meets the above purpose, criteria and reports.
  - 1.21.7.7. The Community Advisory Committee must use the operational templates prescribed by the Department as minimum standards.
    - 1.21.7.7.1. **DELIVERABLE:** Committee Updates
    - 1.21.7.7.2. **DUE:** Bi-Annually, for meetings held between July 1<sup>st</sup> and December 31<sup>st</sup>, Committee Updates are due January 15<sup>th</sup>, and for meetings held between January 1<sup>st</sup> through June 1<sup>st</sup>, Committee Updates are due June 15<sup>th</sup>
- 1.22. **Performance Reviews**
  - 1.22.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
  - 1.22.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
  - 1.22.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
  - 1.22.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
  - 1.22.5. The Department may make the results of any performance reviews or evaluations available to the public or may publicly post the results of any performance reviews or evaluations.



- 1.22.6. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

**1.23. Corrective Action Plan**

- 1.23.1. When the Department determines that the Contractor is not in compliance with any term of this Contract, the Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:
- 1.23.1.1. A detailed description of actions to be taken including any supporting documentation.
  - 1.23.1.2. Contractor's employee(s) responsible for implementing the actions.
  - 1.23.1.3. The implementation time frames and a date for completion.
- 1.23.2. The Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days of the receipt of a written request from the Department.
- 1.23.2.1. **DELIVERABLE:** Corrective Action Plan
- 1.23.2.2. **DUE:** Within 10 Business Days of receipt of a written request from the Department
- 1.23.3. The Contractor shall notify the Department in writing, within three Business Days, if it will not be able to present the Corrective Action Plan by the due date. The Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for the Contractor's compliance.
- 1.23.4. Upon receipt of the Contractor's Corrective Action Plan, the Department will accept, modify or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.
- 1.23.5. In the event of a rejection of the Contractor's Corrective Action Plan the Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.
- 1.23.5.1. **DELIVERABLE:** Revised Corrective Action Plan
- 1.23.5.2. **DUE:** Within five Business Days of the Department's rejection
- 1.23.6. Upon acceptance by the Department the Contractor shall implement the Corrective Action Plan.
- 1.23.7. If corrections are not made by the timeline and/or quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.
- 1.23.8. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. The Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.
- 1.23.9. Upon receipt of the Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.

1.23.10. In the event of a rejection of the Contractor's supporting documentation to the Corrective Action Plan, the Contractor shall correct and resubmit the supporting documentation to the Department for review.

1.23.11. If a Corrective Action Plan or any supporting activities or documentation are required to correct a deficiency, are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.

1.23.11.1. **DELIVERABLE:** Revised Supporting Documentation

1.23.11.2. **DUE:** Within five Business Days of the Department's rejection

1.23.12. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld and recovered from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

#### 1.24. **Renewal Options and Extensions**

1.24.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.

1.24.2. The Parties may amend the Contract to extend beyond eight years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

#### 1.25. **Department System Access**

1.25.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.

1.25.2. The Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse the Contractor for any costs associated with obtaining and maintaining access to Department systems.

#### 1.26. **Provider Fraud**

1.26.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.

1.26.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.

1.26.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:

1.26.2.1.1. Written documentation of the findings.

1.26.2.1.2. Information on any verbal or written reports.

- 1.26.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
- 1.26.2.1.4. Information on the identification of any affected claims that have been discovered.
- 1.26.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
- 1.26.2.1.6. Any additional information as required by the Department.
- 1.26.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
- 1.26.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
- 1.26.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.26.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
- 1.26.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.26.4.2. **DUE:** Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.27. **Member Fraud**
- 1.27.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
- 1.27.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.27.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
  - 1.27.2.1.1. All verbal and written reports related to the suspected fraud.
  - 1.27.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
  - 1.27.2.1.3. Information on the identification of any affected claims that have been discovered.
  - 1.27.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
  - 1.27.2.1.5. Any additional information as required by the Department.
- 1.27.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at [report.clientfraud@state.co.us](mailto:report.clientfraud@state.co.us), or at such other email address as provided by the Department from time to time.
- 1.27.3.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
- 1.27.3.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud

1.27.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.

1.27.4.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information

1.27.4.2. **DUE:** Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

## 2. CONTRACTOR PERSONNEL

### 2.1. Personnel General Requirements

2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

2.1.2. Contractor shall designate the following Key Personnel positions:

2.1.2.1. Executive Director or Administrator

2.1.2.2. Finance Director

2.1.2.3. Case Management Director

2.1.2.4. Continuous Quality Improvement Lead

2.1.2.5. Contract Lead

2.1.2.6. Information Technology Liaison

2.1.2.7. Regional Accountable Entity (RAE) Liaison

2.1.2.8. Medical Assistance (MA) Site/County Eligibility Liaison

2.1.2.9. Member and Family Liaison

2.1.3. The Contract Lead shall be responsible for all of the following:

2.1.3.1. Serving as Contractor's primary point of contact for the Department.

2.1.3.2. Serving as Contractor's primary point of contact for contract deliverables and other contract related questions or issues for the Department.

2.1.3.3. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.

2.1.3.4. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.

2.1.4. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals using the template provided by the Department. Contractors with more than one Defined Service Area must submit the final list of individuals assigned to the Contract using the template provided by the Department for each Defined Service Area. The Department shall determine which Key Personnel may be allocated across organizational functions, which Key Personnel must be dedicated to the Contract, and which Key Personnel or Other Personnel must be dedicated to each Defined Service Area.

2.1.4.1. **DELIVERABLE:** Key Personnel, final list of individuals assigned to the Contract

- 2.1.4.2. **DUE:** Within five Business Days after the Effective Date and annually by July 15th
- 2.1.5. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
- 2.1.5.1. **DELIVERABLE:** Key Personnel, updated list of individuals assigned to the Contract
- 2.1.5.2. **DUE:** Within five Business Days of any change to the Key Personnel list
- 2.1.6. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.1.7. **Other Personnel**
  - 2.1.7.1. The Contractor shall have sufficient staffing levels to include case managers, case aids, supervisors, and other staff as necessary to complete the Work and to maintain caseload sizes to support the Work. The Contractor shall meet or exceed best practice standards as set forth by the Department for HCBS waiver caseloads. The Contractor shall not exceed the best practice caseload size standards without written approval from the Department.
  - 2.1.7.2. The Contractor's Case Manager(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.519.5 et seq.
  - 2.1.7.3. The Contractor shall ensure appropriate staffing and infrastructure to address the needs of all populations including children and adults for all HCBS waivers.
  - 2.1.7.4. All Key Personnel and Other Personnel assigned to this Contract shall complete annual Equity, Diversity, Inclusion, and Accessibility (EDIA) related training. Training must ensure staff are culturally competent and provide culturally responsive services and business practices at all levels of the agency. The Department's EDIA Officer and/or their designee will offer free EDIA-related professional development training to the Contractor upon request within the Department's LMS.

## 2.2. **Background Checks**

- 2.2.1. The Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, the Contractor shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.
- 2.2.2. If any of the Contractor's Key Personnel, or Other Personnel, are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then the Contractor shall maintain copies of such current licenses and certifications and provide them to the Department upon request.

## 2.3. **Personnel Availability**

- 2.3.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available



outside of the Department's normal business hours and on weekends with prior notice from the Department.

- 2.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.3.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 2.3.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.3.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be present at the meeting through video conference, telephonic, or in-person depending on the purpose and intent of the meeting. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 2.3.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

#### 2.4. Other Personnel Responsibilities

- 2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
- 2.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
- 2.4.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
  - 2.4.3.1. Contractor shall not subcontract more than 40% of the Work.
  - 2.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department for approval prior to commencement of Work.
    - 2.4.3.2.1. **DELIVERABLE:** Name of each Subcontractor, description of work being completed, and percentage of work being completed by the Subcontractor.
    - 2.4.3.2.2. **DUE:** Annually, by July 15th
  - 2.4.3.3. The Contractor shall notify the Department of any changes to Subcontractors within 10 Business Days of the change.

- 2.4.3.4. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

### **3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS**

#### **3.1. Protection of System Data**

- 3.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- 3.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
- 3.1.2.1. Contractor provides physical or logical storage of State Records.
- 3.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.
- 3.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 3.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
- 3.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
- 3.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
- 3.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
- 3.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
- 3.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
- 3.1.4. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 3.1.5. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
- 3.1.5.1. Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response

to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

- 3.1.5.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

3.2. Data Handling

- 3.2.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- 3.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 3.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 3.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

**EXHIBIT F, SAMPLE OPTION LETTER****OPTION LETTER**

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option  <b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year  <b>Current Contract Expiration Date</b> 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 the Contract rates.
- E. Option to initiate next phase of the Contract.

**2. Required Provisions**

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

<p><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>By: _____ Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
---	---



## EXHIBIT G, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached 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 Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

### 2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

#### 2.1. Definitions.

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

- 2.1.1.1. "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.

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

- 2.1.1.1.1.3. 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);

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

- 2.1.1.1.2. Award **does not** include:

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

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

- 2.1.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.1.2.4. 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).
- 2.1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1.1 of this Exhibit.
- 2.1.1.3. “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.
- 2.1.1.4. “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>.
- 2.1.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.1.5.2. A foreign public entity;
  - 2.1.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.1.9. “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.”
- 2.1.1.10. “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.
- 2.1.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.1.13. “Subaward” means an award by a 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.1.14. “Subrecipient” 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.
- 2.1.1.15. “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.
- 2.1.1.16. “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>.
- 2.1.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 2.1.1.17.1. Salary and bonus;
  - 2.1.1.17.2. 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;
  - 2.1.1.17.3. 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;
  - 2.1.1.17.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.1.17.6. 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.
- 2.1.1.18. “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 also is referred to as FFATA.
- 2.1.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which 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.

- 2.1.1.20. "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.

## 2.2. Compliance.

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

## 2.3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

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

## 2.4. Total Compensation.

- 2.4.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 2.4.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 2.4.1.2. In the preceding fiscal year, Contractor received:
    - 2.4.1.2.1. 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
    - 2.4.1.2.2. \$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; and
  - 2.4.1.3. 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.

2.5. Reporting.

2.5.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract 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 and shall become part of Contractor's obligations under this Contract.

2.6. Effective Date and Dollar Threshold for Reporting.

2.6.1. Reporting requirements in §2.7 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.

2.6.2. The procurement standards in §2.8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §2.10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

2.7. Subrecipient Reporting Requirements.

2.7.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

2.7.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

2.7.1.1.1. Subrecipient DUNS Number;

2.7.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

2.7.1.1.3. Subrecipient Parent DUNS Number;

2.7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

2.7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

2.7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

2.7.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

2.7.1.2.1. Subrecipient's DUNS Number as registered in SAM.



2.7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

2.8. Procurement Standards.

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

2.8.2. 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.

2.9. Access to Records

2.9.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §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 the Uniform Guidance. 2 CFR §200.331(a)(5).

2.10. Single Audit Requirements

2.10.1. 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.

2.10.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §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.

2.10.1.2. **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.

- 2.10.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part 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 Uniform Guidance §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 Part F-Audit Requirements.

2.11. Contract Provisions for Subrecipient Contracts

- 2.11.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.

- 2.11.1.1. **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.

- 2.11.1.1.1. During the performance of this contract, the contractor agrees as follows:

- 2.11.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2.11.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 2.11.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.11.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.11.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.11.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.11.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 2.11.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 2.11.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and 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 Contract," 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 Contracts," and any implementing regulations issued by the awarding agency.
- 2.11.1.4. **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 award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 2.11.1.5. **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.
- 2.11.1.6. **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.

**2.12. Certifications.**

2.12.1. Unless prohibited by Federal statutes or regulations, 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.

**2.13. Exemptions.**

2.13.1. 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 the individual may own or operate in their name.

2.13.2. A Contractor 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.

2.13.3. There are no Transparency Act reporting requirements for Vendors.

**2.14. Event of Default.**

2.14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

**3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY**

3.1. In addition to the statutes described in section 2.11 above, the Contractor shall also at all times during the term of this Contract strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this Contract. Applicable Federal and State law and regulations include:



Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq., 45 CFR 90, 45 CFR 91
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq., 28 CFR Part 35
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794, 45 CFR 84, 45 CFR 85
Section 508 of the Rehabilitation Act of 1973	29 USC 794, 36 CFR 1194
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, 45 CFR 80
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e, 29 CFR 1606.2
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681
Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>

- 3.2. The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.
- 3.2.1. The Contractor shall not discriminate against any person on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract
- 3.2.2. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
- 3.2.3. All websites and web content must meet Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as issued by the World Wide Web Consortium.
- 3.3. Procurement Provisions

- 3.3.1. The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

#### **4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP**

- 4.1. In addition to the intellectual property ownership rights specified in the Contract, the following subsections enumerate the intellectual property ownership requirements the Contractor shall meet during the term of the Contract in relation to federal financial participation under 42 CFR §433.112 and 45 CFR §95.617.
  - 4.1.1. The Contractor shall notify the State before designing, developing, creating or installing any new data, new software or modification of a software using Contract Funds. The Contractor shall not proceed with such designing, development, creation or installation of data or software without express written approval from the State.
  - 4.1.2. If the Contractor uses Contract Funds to develop necessary materials, including, but not limited to, programs, products, procedures, data and software to fulfill its obligations under the Contract, the Contractor shall document all Contract Funds used in the development of the Work Product, including, but not limited to the materials, programs, procedures, and any data, software or software modifications.
    - 4.1.2.1. The terms of this Contract will encompass sole payment for any and all Work Product and intellectual property produced by the Contractor for the State. The Contractor shall not receive any additional payments for licenses, subscriptions, or to remove a restriction on any intellectual property Work Product related to or developed under the terms of this Contract.
  - 4.1.3. The Contractor shall provide the State comprehensive and exclusive access to and disclose all details of the Work Product produced using Contract Funds.
  - 4.1.4. The Contractor shall hereby assign to the State, without further consideration, all right, interest, title, ownership and ownership rights in all work product and deliverables prepared and developed by the Contractor for the State, either alone or jointly, under this Contract, including, but not limited to, data, software and software modifications designed, developed, created or installed using Contract Funds, as allowable in the United States under 17 U.S.C.S. §201 and §204 and in any foreign jurisdictions.
    - 4.1.4.1. Such assigned rights include, but are not limited to, all rights granted under 17 U.S.C.S §106, the right to use, sell, license or otherwise transfer or exploit the Work Product and the right to make such changes to the Work Product as determined by the State.
    - 4.1.4.2. This assignment shall also encompass any and all rights under 17 U.S.C.S §106A, also referred to as the Visual Artists Rights Act of 1990 (VARA), and any and all moral rights to the Work Product.

- 4.1.4.3. The Contractor shall require its employees and agents to, promptly sign and deliver any documents and take any action the State reasonably requests to establish and perfect the rights assigned to the State or its designees under these provisions.
- 4.1.4.4. The Contractor shall execute the assignment referenced herein immediately upon the creation of the Work Product pursuant to the terms of this Contract.
- 4.1.5. The State claims sole ownership and all ownership rights in all copyrightable software designed, developed, created or installed under this contract, including, but not limited to:
  - 4.1.5.1. Data and software, or modifications thereof created, designed or developed using Contract Funds.
  - 4.1.5.2. Associated documentation and procedures designed and developed to produce any systems, programs, reports and documentation.
  - 4.1.5.3. All other Work Products or documents created, designed, purchased, or developed by the Contractor and funded using Contract Funds.
- 4.1.6. All ownership and ownership rights pertaining to Work Product created in the performance of this Contract will vest with the State, regardless of whether the Work Product was developed by the Contractor or any Subcontractor.
- 4.1.7. The Contractor shall fully assist in and allow without dispute, both during the term of this Contract and after its expiration, registration by the State of any and all copyrights and other intellectual property protections and registrations in data, software, software modifications or any other Work Product created, designed or developed using Contract Funds.
- 4.1.8. The State reserves a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures created using Contract Funds on behalf of the State, the Federal Department of Health and Human Services (HHS) and its contractors. Such data and software includes, but is not limited to, the following:
  - 4.1.8.1. All computer software and programs, which have been designed or developed for the State, or acquired by the Contractor on behalf of the State, which are used in performance of the Contract.
  - 4.1.8.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.
  - 4.1.8.3. All necessary data files.
  - 4.1.8.4. User and operation manuals and other documentation.
  - 4.1.8.5. System and program documentation in the form specified by the State.
  - 4.1.8.6. Training materials developed for State staff, agents or designated representatives in the operation and maintenance of this software.

## EXHIBIT H, PII CERTIFICATION

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

Meagan L Hillman PA-C, MBA

Pursuant to § 24-74-105, C.R.S., I, Meagan L Hillman PA-C, MBA, on behalf of Prowers County Public Health and Environment (Legal Name of Entity/Organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order. I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature:

Printed Name:

Title:

Date:

DocuSigned by:

*Meagan L Hillman PA-C, MBA*

Meagan L Hillman PA-C, MBA

Director

10/24/2023 | 13:06 PDT

## EXHIBIT I, 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 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 Award and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

### 1) Federal Award Identification

- i. Subrecipient: Prowers County Public Health and Environment
- ii. Subrecipient Unique Entity Identifier (UEI) Number: Y8C4H5XY95M6
- iii. The Federal Award Identification Number (FAIN): 1805CO5ADM
- iv. The Federal Award date is: 11/1/2023
- v. The subaward period of performance start date is 11/1/2023 and the end date is 6/30/2031, or the date in which your contract ends, or whichever date comes sooner.
- 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
Fiscal Year 2023-24	TBD	TBD	TBD

- vii. Federal Award project description: To secure case management and administrative activities for applicants and individuals enrolled in the Home and Community Based Services Medicaid Waivers, Hospital Back-Up Program, Intermediate Care Facilities for Intellectual and Developmental Disabilities, Long Term Home Health, Nursing Facilities, and the Program for All-Inclusive Care for the Elderly. The Contractor was selected by the State in accordance with C.R.S. §25.5-1-101, et seq., C.R.S. and C.R.S. §25.5-6-1703, et seq.
- viii. The name of the Federal awarding agency is the United States Centers for Medicare & Medicaid Services (CMS); the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Amanda Allen, Financial Compliance and Monitoring Section Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, [Amanda.Allen@state.co.us](mailto:Amanda.Allen@state.co.us), 303-866-5668.
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is TBD.
- x. This award is not for research & development.



## **EXHIBIT J, SUBRECIPIENT OF FEDERAL AWARD STATUS**

By submitting a proposal and responding to HCPF Solicitation #RFP UHAA 2023000170, Offeror's Response #1. f, each Offeror was required to attest that the Offeror understands and agrees to their obligations as a subrecipient of federal award.

As this Contract is awarded off #RFP UHAA 2023000170, Contractor agrees to the following:

- 1) Contractor understands their obligations as a subrecipient of federal award and has read and understands their obligations under 2 CFR Part 200.
- 2) Contractor understands and agrees that funds provided via the Contract must be spent on allowable activities in alignment with 2 CRF Part 200, state regulation, and this Contract.
- 3) Contractor understands and agrees that any unspent funds must be returned to the Department following the end of the Period of Performance, as identified by the Department.

## **Funding Opportunity: Supporting Holistic, Culturally Responsive and Youth driven Physical Well-being Programs**

This funding opportunity will support **high-quality, high-impact youth programs** that advance physical well being programming that is **holistic, culturally responsive and informed** or **driven by youth and their families**. It will help to elevate the assets of youth and their families, so they have the *agency* and *self determination* to make decisions related to good physical well-being that pull from their cultural background and experiences.

In alignment with the Foundation's intent to advance health equity, proposals that center youth of color will receive priority consideration. We also seek to support programs that serve girls and girls of color, youth living with physical and/or developmental disabilities and youth who identify as LGBTQ.

We anticipate funding requests ranging from \$50,000 to \$200,000 over two years from youth-serving nonprofit organizations, government entities, schools and other youth-focused community collaborators that deliver age appropriate physical well-being programs for youth in their communities.

### **Two funding pathways:**

#### **Scale**

- Existing programs are already holistic, culturally responsive and informed/driven by youth and families. These programs are ready to scale and provide greater access and opportunities for our priority populations.

#### **Capacity**

- Programs are holistic, culturally responsive and informed/driven by youth/families, but need to deepen their practice and expertise to deliver impactful programmatic opportunities that best serve the needs of our priority populations.

Proposed programs must reflect the [Foundation's cornerstones](#). These outline who we serve, how our work is informed and our intent to create [health equity](#).

Have questions? We're here to talk through your ideas and encourage you to connect with us before applying for funding. [Use this tool](#) to connect with a program officer based on your area of interest or geographic area. Still have questions? Reach out to us by [email](#) or by phone at 303-953-3600.

***Si necesita acceder la solicitud de fondos en español, por favor contáctenos a [grants@coloradohealth.org](mailto:grants@coloradohealth.org).***

**Focus Area:** Maintain Healthy Bodies

**Grant Deadline:**

- Feb. 15, 2023
- June 15, 2023

**Criteria**

To be considered for funding, programs must meet the following criteria:

- Alignment with the Foundation's cornerstones.
- **Integrated:** Programs take an integrated approach to both physical literacy and health education.
  - Physical literacy encourages youth to move their bodies with competence and confidence in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person.
  - Health education supports youth in obtaining, processing and understanding the fundamentals needed to make health decisions that support good physical health.
- **Youth and Family Driven:** Programs must be deeply informed and driven by youth and can range from being youth-developed to creating spaces for robust youth and family input.
- **Holistic:** Programs address factors that create barriers to good physical health, such as confidence and self efficacy. Programs intentionally build positive associations with physical activity and movement and other factors addressing body image and self-esteem.
- **Culturally Responsive:** Programs must be inclusive of participant's cultural identity, language and traditions while leveraging youth's strengths and building on the assets of the communities served.
- **Welcoming Environment:** Programs create a welcoming environment for youth living at the intersections of their identities and lived experiences. Examples of a welcoming environment include:
  - Youth-centered nondiscrimination statement
  - Staff that reflects the identities of youth served by the program
  - Language access in languages other than English

## What We Will Not Fund

- Programs primarily focused on mentorship, leadership development, mental health, violence prevention, and other issues that don't significantly center the physical health and physical wellbeing of youth
- Programs that do not require ongoing participation for a specific duration (e.g. drop-in programs)
- Programs focused on respite care only
- Programs centered on competition or whose primary outcome is focused on training toward individual athletic ability, progression and success
- Organizational staff training or development

## Definitions

**Agency:** refers to one's independent capability or ability to act on one's will.

**Culturally responsive:** an approach to viewing culture and identity as assets, including a person's race, ethnicity or linguistic assets, among other characteristics.

**Developmental disability:** refers to a diverse group of chronic conditions due to mental or physical impairments that arise before adulthood.

**Holistic:** refers to the recognition of the whole person-physical, mental, emotional, social, intellectual and spiritual.

**Intersectionality:** the interconnected nature of social categorizations such as race, class, and gender as they apply to a given individual or group, regarded as creating overlapping and interdependent systems of discrimination or disadvantage.

**Physical disability:** refers to a condition that substantially limits one or more basic physical activities in life.

**Physical health:** refers to understanding how your body works and developing habits that enhance your body's ability to function.

*This body of work focuses on two components of physical health:*

- Physical literacy (active lifestyle and physical fitness): the ability to move your body with competence and confidence in a wide variety of physical activities in multiple environments that benefit the healthy development of the whole person.
- Health education (understanding health information): the ability of individuals to obtain, process and understand basic health information and services needed to make appropriate health decisions (e.g., choices about healthy diet and nutrition).

**Physical well-being:** refers to the state of your physical body and how well it is operating.

**Self-determination:** refers to each person's ability to make choices and manage

their own life. **Self-efficacy:** refers to an individual's confidence in their ability to

complete a task or achieve a goal.

**Youth of color:** Arab/Middle Eastern, Asian/Pacific Islander, Black/African American, Hispanic/Latinx, Indigenous/Native American and multiracial.

*We often partner with third-party evaluators, contractors and other organizations over the course of our work with applicants and grantees. Your application and its attachments may be shared with these individuals or entities during the review process and grant cycle. All third-party organizations partnering with the Foundation have signed a confidentiality agreement and will not use or share the information for purposes outside of the scope of work specific to the grant application or grant award. If you have any concerns or would like additional information, please email [grants@coloradohealth.org](mailto:grants@coloradohealth.org) or call our senior director of Grantmaking Operations at 303-953-3600.*

**We encourage all applicants to sign up in our grants portal to confirm registration is complete at least a week in advance of submitting a grant application. Apply for funding by Feb. 15, 2023. Applications submitted in advance of deadlines (Feb. 15 and June 15) are not reviewed until the deadline has passed.**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Administration Office

**Submitted to the County Administration Office on:** 10-25-2023

**Return Originals to:** Jana Coen & Administration Office

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Colorado Jr. Rodeo Association, event scheduled for July 24-28, 2024.

**Justification or Background:** Annual event

**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 FAIRGROUNDS FACILITY

## RENTAL AGREEMENT

Today's Date: <u>10/24/23</u>	Date(s) of Events: <u>7/24-28/24</u>
Name of Organization: <u>Colorado Jr. Rodeo Assc.</u>	Set Up Time: <u>7/24 @ 8</u> am pm
Name & Address of Authorized Agent: <u>Brian Cullen</u> <u>3387 CR 38.5</u> <u>Yuma, CO 80759</u>	Event Starts: <u>7/25 @ 8</u> am pm
Phone: <u>970-554-1444</u>	Finish Time: <u>7/28 @ 5</u> am pm
Sales Tax ID: _____	<div style="display: flex; justify-content: space-around;"><div><u>Arena</u> Centennial</div><div><u>Vaqueros</u> Pavilion</div></div>
Type of Event: <u>Jr. Rodeo Finals</u>	

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$\_\_\_\_\_ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

[Signature]  
Authorized Agent

10/24/23  
Date

The Board of County Commissioners reserves the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Board based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:

[Signature]  
Maintenance & Facilities Director

Oct 25 - 23  
Date

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

\_\_\_\_\_  
Date

### For County Use Only:

Date Booking Fee Paid \$25.00: \_\_\_\_\_ Damage/Cleaning Deposit: \_\_\_\_\_  
Date Rental Fee Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Inspection completed: \_\_\_\_\_ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.  
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes\_\_\_ No\_\_\_ Date: \_\_\_\_\_

# PROWERS COUNTY FAIRGROUNDS

## FACILITY RENTAL RESERVATION AGREEMENT

Between Prowers County Board of Commissioners (Commissioners), and the Authorizing Agent renting the facility, (User).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to users over County approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events in addition to regular fees and charges with the exceptions described previously in this paragraph.
3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.  
**Fees and deposits**
  - a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
  - b) The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
  - c) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED.**
  - d) Remainder of fees and security deposit must be submitted to the office no less than 10 working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) **The security/damage deposit is required and due from all users whether use fees are waived or not. Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is canceled due to inclement weather, the event may be rescheduled with no additional fees due. If the event is rescheduled for any other reason, an additional booking fee will be charged.
7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$ \_\_\_\_\_ will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain "at risk" activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured must be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User's rental of County's property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User's rental of County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County's sole discretion, including attorney's and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines *use* as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied



or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.

17. The user understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the user's responsibility to minimize non-emergency calls for service.
18. The user agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including; portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
19. The user is specifically responsible to ensure adherence to these written and any posted policies and to:
  - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
  - b) Pick-up trash and debris accumulated during the event including parking areas, and deposit the trash in the 55 gallon trash drums provided, or if full, into available dumpsters.
  - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
  - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
  - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
  - f) Ensure that scheduled dance events end at 12:00 Midnight, no exceptions.
20. Prowers County assumes no responsibility for lost or stolen items.
21. Alcohol is not allowed on the Fairgrounds at any time.
22. Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: 10/24/23

Organization: Colorado Junior Rodeo Association

Authorizing Agent Printed name: Brian Cullen

Authorizing Agent Signature: B Cullen

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: Chad Draper

# PROWERS COUNTY FAIRGROUNDS

## FEE SCHEDULE

Facilities Requested	NFP Not For Profit	Resident Commercial For Profit	Non-Resident Commercial For Profit	# of days/head of livestock	Total
Arena Rent Daily	\$150	\$300	\$970		yes
Pavilion Rent Daily	\$150	\$300	\$970		yes
Home Economics' Bldg. Rent Daily	\$225	\$225	\$425		yes
Vaqueros Bldg. Rent Daily	\$225	\$225	\$425		
Use of Parking Lots Arena Lot /Grounds Daily			\$210		yes
Overnight Boarding (Arena Pens) Daily	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events Minimum Fee Daily	\$10	\$30	\$40		yes
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only Daily	\$20	\$20	\$30		yes
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY Daily	\$10	\$10	\$20		yes
Elmer's Garden Daily	\$0.00	\$0.00	\$0.00		.
Cleaning/Damage Deposit (Due 10 days prior to use)	\$75	\$75	\$125		
<b>TOTAL (DUE 10 DAYS PRIOR TO USE)</b>					\$

\* Rental Fees for the Pavilion will not be charged since the Event Organizer is responsible for collecting the \$10.00 Fee. The \$10.00 fee is still subject to 50/50 split.



**PROWERS COUNTY  
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of CJRA, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because The CJRA would like to continue its agreement with Prowers County the same as previous years.

7/24-28/24  
Date(s) of Event

[Signature]  
Authorized Agent

10/24/23  
Date

Request is approved with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

Request is denied for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Paula Gonzales, County Finance Director & DHS & H3C

**Submitted to the County Administration Office on:** email poll 10-25-2023

**Return Originals to:** Jana Coen & DHS

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-25-2023 email poll approval of General Fund Payroll, Payroll/AP, and JBBS, all presented in the amount of \$891,123.61, DHS/WHC Payroll and Payroll A/P for a total of \$228,663.60 and H3C Payroll and Payroll A/P for a total of \$106,919.30 with a Certification date of 9-27-23 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: \$891,123.61  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 27, 2023**

DATED AS OF: October 27, 2023

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 20,368.00	325,068.38	86,840.57
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ -	115,264.81	27,087.04
ROAD & BRIDGE FUND	\$ -	60,084.77	14,999.30
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	211.75	60.08
CRMC FUND	\$ -	109,598.99	35,001.50
OPC FUND	\$ -	74,541.67	21,996.75
Totals	\$ 20,368.00	\$ 684,770.37	\$ 185,985.24

DATE: October 27, 2023

DATE: October 27, 2023

DATE: October 27, 2023

DATE: October 27, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	891,123.61
AP + Fringes	\$	206,353.24
Total Pd Certification - Payroll	\$	206,353.24
Total Payroll + Fringes	\$	870,755.61

Ending Check No.	70415
Beginning Check No.	70401

Total Number of Checks:

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

October 27, 2023

70401-70415

	\$	20,368.00		
Payroll	\$	325,068.38		
Fringes	\$	86,840.57	Total	\$ 432,276.95

ARPA - 02

0018

2023	\$	-		
Payroll	\$	-		
Fringes	\$	-	Total	\$ -

ROAD & BRIDGE FUND - 02

0020

2023				
Payroll	\$	60,084.77		
Fringes	\$	14,999.30	Total	\$ 75,084.07

FSA (Cafeteria) 552

0552

2023	\$	-		
			Total	\$ -

Sheriff's Booking Fees

0675

	\$	-		
Payroll	\$	-	Total	\$ -

SALES & USE TAX FUND - 03

0900

2023	\$	-		
			Total	\$ -

CONSERVATION TRUST FUND - 06

0130

2023	\$	-		
			Total	\$ -

CAPITAL FUND - 07

0100

2023	\$	-		
			Total	\$ -

OTHER AGENCIES FUND- 08

2023

	\$	-		
			Total	\$ -

LODGING TAX - 09

0014

2023	\$	-		
Payroll	\$	211.75		
Fringes	\$	60.08	Total	\$ 271.83

PUBLIC HEALTH AGENCY - 11

0676

2023				
Payroll	\$	115,264.81		
Fringes	\$	27,087.04	Total	\$ 142,351.85

CRMC

0016

2023	\$	-		
Payroll	\$	109,598.99		
Fringes	\$	35,001.50	Total	\$ 144,600.49

IPC

0017

2023				
Payroll	\$	74,541.67		
Fringes	\$	21,996.75	Total	\$ 96,538.42

Paula Gonzales, Finance Director

GRAND TOTAL \$ 891,123.61

Payroll Date: 10/31/2023

Payroll Calculation Totals

Prowers County

Check Date:	10/31/2023	First Check Number:	0	Male Employees Paid:	78	Total Employees Not Paid:	383
Post Date:	10/31/2023	Last Check Number:	0	Female Employees Paid:	110	Total Employees:	571
		First DirDep Number:	36028	Total Employees Paid	188		
		Last DirDep Number:	36216				

Gross Amounts

Gross Amount:	\$684,770.37	Federal Gross:	\$631,849.51	Retirement Gross:	\$667,468.62
Net Amount:	\$502,733.76	Fica Gross:	\$666,042.08		
		Med Gross:	\$666,042.08		
Unemployment Gross:	\$622,036.29	State Gross:	\$631,849.51		
		Local Gross:	\$666,042.08		

Employee Incomes

10	Elected Official	\$48,090.76	✓
11	Salary	\$124,661.70	✓
12	Hourly Wage	\$428,683.06	✓
13	Overtime	\$9,748.05	✓
14	Extra Duty	\$953.26	✓
15	Incentive	\$7,000.00	✓
16	Extra Duty Flat Rate	\$7,189.96	✓
18	Adult Transport	\$912.00	✓
19	Courthouse Security	\$7,040.00	✓
21	Courthouse OT	\$1,468.13	✓
23	Jail Training Booking	\$3,174.60	✓
25	JBBS	\$7,744.75	✓
27	Jail Nursing	\$562.50	✓
29	Weekend Court Sala	\$3,938.20	✓
31	School Resource	\$4,145.40	✓
32	Sheriff Hourly Wage	\$29,458.00	✓
Total:		\$684,770.37	✓

Employee Deductions

ACHF1	Direct Deposit Flat Deductio	\$900.00	✓
AFLAC	AFLAC After Tax	\$801.24	✓
AFLCP	AFLAC Before Tax	\$1,587.84	✓
CAICA	Critical After Tax	\$453.35	✓
CAICP	Accident Pre-Tax	\$685.26	✓
CAIHP	Hospital Indem.Pre-Tax	\$67.89	✓
CHILD	Child Support	\$2,280.08	✓
CLNILA	Colonial After Tax	\$466.83	✓
CLNLP	Colonial Pre-Tax	\$313.76	✓
COER1	Voluntary CCOERA/Deferre	\$250.00	✓
COER2	Voluntary CCOERA/Deferre	\$399.13	✓
COER3	Voluntary CCOERA/Roth 45	\$320.00	✓
COER4	Voluntary CCOERA/Roth 45	\$205.49	✓
DENTL	Dental Insurance	\$4,120.95	✓
FED	Federal Withholding Tax	\$40,572.18	✓
FICA	FICA Employee Portion	\$41,294.70	✓
FSA	FSA Medical	\$929.00	✓
HRBA	Health Insurance - Employee	\$8,274.00	✓
HRBAP	Health Ins Employee Part Ti	\$577.06	✓
HSA	Health Savings Account	\$1,791.66	✓
LEGAL	Legal Aid	\$267.15	✓
LIFED	Dependent Life	\$33.12	✓
LOAN1	Retirement Loan	\$6,158.88	✓
MASA	Medical Transport	\$876.00	✓
MED	Medicare Employee Portion	\$9,657.58	✓
NEXTP	Fidelity Security Supp.	\$15.57	✓
PEBSC	Nationwide Retirement	\$170.00	✓
RETIR	Retirement	\$33,373.44	✓

Employer Contributions

FICA	Employer - Social Secu	\$41,294.70	✓
HRBAP	Hlth Ins.- Employer for	\$960.94	✓
HRBAR	Health Insurance-Empl	\$96,796.00	✓
LIFER	Life Insurance	\$1,154.52	✓
MED	Employer - Medicare T	\$9,657.58	✓
RETIR	Retirement ER	\$33,373.44	✓
SUTA	State Unemployment T	\$1,816.96	✓
VISER	Vision Insurance-Empl	\$931.10	✓
Total:		\$185,985.24	



Payroll Date: 10/31/2023

Payroll Calculation Totals

Prowers County

STATE	State Income Tax	\$23,974.00	✓
SUPPE	Supp Life Emp.	\$783.55	✓
SUPPS	Supp Life Spouse	\$71.60	✓
VISON	Vision EmpEE.	\$325.80	✓
WASN	Washington Nat'l Insurance	\$39.50	✓
Total:		\$182,036.61	

## Batch Invoices Entered by Vendor (APLT10)

Prowers County

Selection Criteria: Batch Number - '105.10.2023',

Invoice	Inv Date	Due Date	Description	Invoice Amt
Vendor: 1126 Vendor User ID: WHITE	Barbara White Vendor Org. ID: A		1512 South 8th St. Lamar, CO 81052	
October 2023	10/24/2023	10/27/2023	JBBS Grant Expenses	\$7,716.00
GL Acct	GL Description	Distribution Description	Amount	
00113454890	JBBS Grant Contractors	JBBS Grant Expenses	\$7,716.00	
Subtotal for Vendor 1126 :				\$7,716.00
Vendor: 896 Vendor User ID: SALAZ	Celia M. Salazar Vendor Org. ID: A		808 Best Ave. La Junta, CO 81050	
October 2023	10/24/2023	10/27/2023	JBBS Grant Expenses	\$4,659.00
GL Acct	GL Description	Distribution Description	Amount	
00113454890	JBBS Grant Contractors	JBBS Grant Expenses	\$4,659.00	
Subtotal for Vendor 896 :				\$4,659.00
Vendor: 1142 Vendor User ID: WINSORN	Nancy Winsor Vendor Org. ID: A		401 W. Olive Lamar, CO 81052	
October 2023	10/24/2023	10/27/2023	JBBS Grant Expenses	\$7,993.00
GL Acct	GL Description	Distribution Description	Amount	
00113454890	JBBS Grant Contractors	JBBS Grant Expenses	\$7,993.00	
Subtotal for Vendor 1142 :				\$7,993.00

Batch Invoices Entered by Vendor (APLT10)

Prowers County

Selection Criteria: Batch Number - '105.10.2023',

Invoice	Inv Date	Due Date	Description	Invoice Amt
---------	----------	----------	-------------	-------------

Grand Total : \$20,368.00

Fund Totals			
Fund	Fund Name	Fund Total	
001	County General Fund	\$20,368.00	
Total All Funds:		\$20,368.00	

_____	Approved by	_____	Approved Date
_____	Approved by	_____	Approved Date
_____	Approved by	_____	Approved Date

# AP Detail Check Register (APLT43a)

Powers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No: 10225	Check Amount
70401	10/27/2023	23	Aflac				\$2,389.08
	Invoice: PR-103120231671		Automatic Invoice From Payroll				
	Ledger: 00100215510		Health Insurance Premiu		\$801.24	Automatic Invoice From Payroll	\$2,389.08
	Ledger: 00100215510		Health Insurance Premiu		\$1,587.84	Automatic Invoice From Payroll	
70402	10/27/2023	1126	Barbara White				\$7,716.00
	Invoice: October 2023		JBBS Grant Expenses				
	Ledger: 00113454890		JBBS Grant Contractors		\$7,716.00	JBBS Grant Expenses	\$7,716.00
70403	10/27/2023	896	Celia M. Salazar				\$4,659.00
	Invoice: October 2023		JBBS Grant Expenses				
	Ledger: 00113454890		JBBS Grant Contractors		\$4,659.00	JBBS Grant Expenses	\$4,659.00
70404	10/27/2023	209	Colonial Life & Accident Ins Co.				\$780.59
	Invoice: PR-103120231674		Automatic Invoice From Payroll				
	Ledger: 00100215510		Health Insurance Premiu		\$58.74	Automatic Invoice From Payroll	\$780.59
	Ledger: 00100216000		Colonial Insurance		\$313.76	Automatic Invoice From Payroll	
	Ledger: 00100216000		Colonial Insurance		\$408.09	Automatic Invoice From Payroll	
70405	10/27/2023	119	Continental American Insurance Company				\$1,206.50
	Invoice: PR-103120231672		Automatic Invoice From Payroll				
	Ledger: 00100215510		Health Insurance Premiu		\$67.89	Automatic Invoice From Payroll	\$1,206.50
	Ledger: 00100215510		Health Insurance Premiu		\$453.35	Automatic Invoice From Payroll	
	Ledger: 00100215510		Health Insurance Premiu		\$685.26	Automatic Invoice From Payroll	
70406	10/27/2023	192	County Health Pool				\$114,028.64
	Invoice: PR-103120231673		Automatic Invoice From Payroll				
	Ledger: 00100215400		Vision		\$325.80	Automatic Invoice From Payroll	\$114,028.64
	Ledger: 00100215510		Health Insurance Premiu		\$8,274.00	Automatic Invoice From Payroll	
	Ledger: 00100215510		Health Insurance Premiu		\$577.06	Automatic Invoice From Payroll	
	Ledger: 00100215700		County Share Life Ins		\$783.55	Automatic Invoice From Payroll	
	Ledger: 00100215700		County Share Life Ins		\$33.12	Automatic Invoice From Payroll	

Operator: mjaramillo 10/25/2023 10:58:07 AM

Report ID: APLT43a

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00100215700		County Share Life Ins	\$71.60 Automatic Invoice From Payroll
Ledger:	00100215900		Dental Insurance	\$30.90 Re-hire double deductions
Ledger:	00100215900		Dental Insurance	\$4,090.05 Automatic Invoice From Payroll
Ledger:	00101299999		EMPLOYEE BENEFITS	\$15.48 Automatic Invoice From Payroll
Ledger:	00101299999		EMPLOYEE BENEFITS	\$26.15 Automatic Invoice From Payroll
Ledger:	00101299999		EMPLOYEE BENEFITS	\$2,294.00 Automatic Invoice From Payroll
Ledger:	00105299999		EMPLOYEE BENEFITS	\$22.52 Automatic Invoice From Payroll
Ledger:	00105299999		EMPLOYEE BENEFITS	\$28.45 Automatic Invoice From Payroll
Ledger:	00105299999		EMPLOYEE BENEFITS	\$1,980.35 Automatic Invoice From Payroll
Ledger:	00107299999		EMPLOYEE BENEFITS	\$34.20 Automatic Invoice From Payroll
Ledger:	00107299999		EMPLOYEE BENEFITS	\$3,803.74 Automatic Invoice From Payroll
Ledger:	00107299999		EMPLOYEE BENEFITS	\$33.27 Automatic Invoice From Payroll
Ledger:	00108299999		EMPLOYEE BENEFITS	\$9.98 Automatic Invoice From Payroll
Ledger:	00108299999		EMPLOYEE BENEFITS	\$12.60 Automatic Invoice From Payroll
Ledger:	00108299999		EMPLOYEE BENEFITS	\$503.26 Automatic Invoice From Payroll
Ledger:	00109299999		EMPLOYEE BENEFITS	\$1,342.00 Automatic Invoice From Payroll
Ledger:	00109299999		EMPLOYEE BENEFITS	\$19.08 Automatic Invoice From Payroll
Ledger:	00109299999		EMPLOYEE BENEFITS	\$26.15 Automatic Invoice From Payroll
Ledger:	00110299999		EMPLOYEE BENEFITS	\$3,355.00 Automatic Invoice From Payroll
Ledger:	00110299999		EMPLOYEE BENEFITS	\$21.60 Automatic Invoice From Payroll
Ledger:	00110299999		EMPLOYEE BENEFITS	\$28.50 Automatic Invoice From Payroll
Ledger:	00111299999		EMPLOYEE BENEFITS	\$45.60 Automatic Invoice From Payroll
Ledger:	00111299999		EMPLOYEE BENEFITS	\$57.60 Automatic Invoice From Payroll
Ledger:	00111299999		EMPLOYEE BENEFITS	\$5,368.00 Automatic Invoice From Payroll
Ledger:	00113299999		EMPLOYEE BENEFITS	\$174.35 Automatic Invoice From Payroll
Ledger:	00113299999		EMPLOYEE BENEFITS	\$223.20 Automatic Invoice From Payroll
Ledger:	00113299999		EMPLOYEE BENEFITS	\$18,788.00 Automatic Invoice From Payroll
Ledger:	00115299999		EMPLOYEE BENEFITS	\$7.20 Automatic Invoice From Payroll
Ledger:	00115299999		EMPLOYEE BENEFITS	\$1,623.00 Automatic Invoice From Payroll
Ledger:	00115299999		EMPLOYEE BENEFITS	\$5.70 Automatic Invoice From Payroll
Ledger:	00119299999		EMPLOYEE BENEFITS	\$7.20 Automatic Invoice From Payroll



## AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00122299999		EMPLOYEE BENEFITS	\$4.68
Ledger:	00122299999		EMPLOYEE BENEFITS	\$5.70
Ledger:	00122299999		EMPLOYEE BENEFITS	\$531.50
Ledger:	00125299999		EMPLOYEE BENEFITS	\$61.20
Ledger:	00125299999		EMPLOYEE BENEFITS	\$4,697.00
Ledger:	00125299999		EMPLOYEE BENEFITS	\$51.30
Ledger:	00136299999		EMPLOYEE BENEFITS	\$7.20
Ledger:	00136299999		EMPLOYEE BENEFITS	\$671.00
Ledger:	00136299999		EMPLOYEE BENEFITS	\$5.70
Ledger:	00243299999		EMPLOYEE BENEFITS	\$68.40
Ledger:	00243299999		EMPLOYEE BENEFITS	\$93.24
Ledger:	00243299999		EMPLOYEE BENEFITS	\$7,381.00
Ledger:	00243299999		EMPLOYEE BENEFITS	\$0.35
Ledger:	00934299999		EMPLOYEE BENEFITS	\$0.28
Ledger:	00934299999		EMPLOYEE BENEFITS	\$32.65
Ledger:	01117299999		EMPLOYEE BENEFITS	\$65.88
Ledger:	01117299999		EMPLOYEE BENEFITS	\$48.45
Ledger:	01117299999		EMPLOYEE BENEFITS	\$429.44
Ledger:	01117299999		EMPLOYEE BENEFITS	\$5,032.48
Ledger:	01123299999		EMPLOYEE BENEFITS	\$7.20
Ledger:	01123299999		EMPLOYEE BENEFITS	\$671.00
Ledger:	01123299999		EMPLOYEE BENEFITS	\$5.70
Ledger:	01126299999		EMPLOYEE BENEFITS	\$8.55
Ledger:	01126299999		EMPLOYEE BENEFITS	\$335.52
Ledger:	01126299999		EMPLOYEE BENEFITS	\$8.28
Ledger:	01133299999		EMPLOYEE BENEFITS	\$39.90
Ledger:	01133299999		EMPLOYEE BENEFITS	\$43.20
Ledger:	01133299999		EMPLOYEE BENEFITS	\$4,697.00
Ledger:	01135299999		EMPLOYEE BENEFITS	\$671.00
Ledger:	01135299999		EMPLOYEE BENEFITS	\$14.40
Ledger:	01135299999		EMPLOYEE BENEFITS	\$11.40

Operator: mjaramillo

10/25/2023 10:58:07 AM

Report ID: APLT43a

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	01137299999		EMPLOYEE BENEFITS	\$7.20 Automatic Invoice From Payroll
Ledger:	01137299999		EMPLOYEE BENEFITS	\$671.00 Automatic Invoice From Payroll
Ledger:	01137299999		EMPLOYEE BENEFITS	\$5.70 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$19,886.00 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$5.70 Re-hire Double Deductions
Ledger:	01346299999		EMPLOYEE BENEFITS	\$7.20 Re-hire Double Deductions
Ledger:	01346299999		EMPLOYEE BENEFITS	\$186.03 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$263.78 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$671.00 Re-hire Double Deductions
Ledger:	01447299999		EMPLOYEE BENEFITS	\$12,322.00 Automatic Invoice From Payroll
Ledger:	01447299999		EMPLOYEE BENEFITS	\$116.07 Automatic Invoice From Payroll
Ledger:	01447299999		EMPLOYEE BENEFITS	\$144.10 Automatic Invoice From Payroll
<b>70407</b>	<b>10/27/2023</b>	<b>393</b>	<b>Family Support Registry</b>	<b>\$2,280.08</b>
Invoice:	PR-103120231679		Automatic Invoice From Payroll	
Ledger:	00100216600		Garnishments	\$2,280.08 Automatic Invoice From Payroll
<b>70408</b>	<b>10/27/2023</b>	<b>392</b>	<b>Fidelity Security Life Insurance Co.</b>	<b>\$15.57</b>
Invoice:	PR-103120231678		Automatic Invoice From Payroll	\$15.57
Ledger:	00100215510		Health Insurance Premium	\$15.57 Automatic Invoice From Payroll
<b>70409</b>	<b>10/27/2023</b>	<b>382</b>	<b>Frontier Bank</b>	<b>\$166,450.74</b>
Invoice:	PR-103120231677		Automatic Invoice From Payroll	\$166,450.74
Ledger:	00100215000		Fed W/H	\$40,572.18 Automatic Invoice From Payroll
Ledger:	00100215100		FICA W/H	\$9,657.58 Automatic Invoice From Payroll
Ledger:	00100215100		FICA W/H	\$41,294.70 Automatic Invoice From Payroll
Ledger:	00100215200		State W/H	\$23,974.00 Automatic Invoice From Payroll
Ledger:	00101299999		EMPLOYEE BENEFITS	\$1,064.84 Automatic Invoice From Payroll
Ledger:	00104299999		EMPLOYEE BENEFITS	\$249.04 Automatic Invoice From Payroll
Ledger:	00105299999		EMPLOYEE BENEFITS	\$289.89 Automatic Invoice From Payroll
Ledger:	00105299999		EMPLOYEE BENEFITS	\$1,239.51 Automatic Invoice From Payroll
Ledger:	00107299999		EMPLOYEE BENEFITS	\$288.25 Automatic Invoice From Payroll

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	00107299999		EMPLOYEE BENEFITS	\$1,232.53
Ledger:	00108299999		EMPLOYEE BENEFITS	\$71.62
Ledger:	00108299999		EMPLOYEE BENEFITS	\$306.25
Ledger:	00109299999		EMPLOYEE BENEFITS	\$197.21
Ledger:	00109299999		EMPLOYEE BENEFITS	\$843.28
Ledger:	00110299999		EMPLOYEE BENEFITS	\$1,377.25
Ledger:	00110299999		EMPLOYEE BENEFITS	\$322.09
Ledger:	00111299999		EMPLOYEE BENEFITS	\$401.60
Ledger:	00111299999		EMPLOYEE BENEFITS	\$1,717.23
Ledger:	00113299999		EMPLOYEE BENEFITS	\$2,146.74
Ledger:	00113299999		EMPLOYEE BENEFITS	\$9,179.18
Ledger:	00115299999		EMPLOYEE BENEFITS	\$39.55
Ledger:	00115299999		EMPLOYEE BENEFITS	\$169.11
Ledger:	00116299999		EMPLOYEE BENEFITS	\$31.41
Ledger:	00116299999		EMPLOYEE BENEFITS	\$134.28
Ledger:	00119299999		EMPLOYEE BENEFITS	\$39.48
Ledger:	00119299999		EMPLOYEE BENEFITS	\$168.83
Ledger:	00122299999		EMPLOYEE BENEFITS	\$43.48
Ledger:	00122299999		EMPLOYEE BENEFITS	\$185.91
Ledger:	00125299999		EMPLOYEE BENEFITS	\$385.42
Ledger:	00125299999		EMPLOYEE BENEFITS	\$1,648.03
Ledger:	00132299999		EMPLOYEE BENEFITS	\$17.15
Ledger:	00132299999		EMPLOYEE BENEFITS	\$73.35
Ledger:	00136299999		EMPLOYEE BENEFITS	\$252.55
Ledger:	00136299999		EMPLOYEE BENEFITS	\$59.07
Ledger:	00136299999		EMPLOYEE BENEFITS	\$840.92
Ledger:	00243299999		EMPLOYEE BENEFITS	\$3,595.67
Ledger:	00934299999		EMPLOYEE BENEFITS	\$2.99
Ledger:	00934299999		EMPLOYEE BENEFITS	\$12.80
Ledger:	01117299999		EMPLOYEE BENEFITS	\$608.40
Ledger:	01117299999		EMPLOYEE BENEFITS	\$2,601.43

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger:	01123299999		EMPLOYEE BENEFITS	\$52.06 Automatic Invoice From Payroll
Ledger:	01123299999		EMPLOYEE BENEFITS	\$222.58 Automatic Invoice From Payroll
Ledger:	01126299999		EMPLOYEE BENEFITS	\$102.90 Automatic Invoice From Payroll
Ledger:	01126299999		EMPLOYEE BENEFITS	\$439.99 Automatic Invoice From Payroll
Ledger:	01133299999		EMPLOYEE BENEFITS	\$1,991.89 Automatic Invoice From Payroll
Ledger:	01133299999		EMPLOYEE BENEFITS	\$465.84 Automatic Invoice From Payroll
Ledger:	01135299999		EMPLOYEE BENEFITS	\$295.94 Automatic Invoice From Payroll
Ledger:	01135299999		EMPLOYEE BENEFITS	\$1,265.37 Automatic Invoice From Payroll
Ledger:	01137299999		EMPLOYEE BENEFITS	\$73.03 Automatic Invoice From Payroll
Ledger:	01137299999		EMPLOYEE BENEFITS	\$312.28 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$6,694.12 Automatic Invoice From Payroll
Ledger:	01346299999		EMPLOYEE BENEFITS	\$1,565.56 Automatic Invoice From Payroll
Ledger:	01447299999		EMPLOYEE BENEFITS	\$1,067.94 Automatic Invoice From Payroll
Ledger:	01447299999		EMPLOYEE BENEFITS	\$4,566.44 Automatic Invoice From Payroll
<b>70410</b>	<b>10/27/2023</b>	<b>611</b>	<b>LegalShield</b>	<b>\$267.15</b>
Invoice:	PR-1031202316710		Automatic Invoice From Payroll	
Ledger:	00100216800		Legal Shield	\$267.15 Automatic Invoice From Payroll
<b>70411</b>	<b>10/27/2023</b>	<b>696</b>	<b>MASA Global Building</b>	<b>\$876.00</b>
Invoice:	PR-1031202316711		Automatic Invoice From Payroll	
Ledger:	00100216850		MASA	\$876.00 Automatic Invoice From Payroll
<b>70412</b>	<b>10/27/2023</b>	<b>1142</b>	<b>Nancy Winsor</b>	<b>\$7,993.00</b>
Invoice:	October 2023		JBBS Grant Expenses	
Ledger:	00113454890		JBBS Grant Contractors	\$7,993.00 JBBS Grant Expenses
<b>70413</b>	<b>10/27/2023</b>	<b>707</b>	<b>Nationwide Retirement Solutions</b>	<b>\$170.00</b>
Invoice:	PR-1031202316712		Automatic Invoice From Payroll	
Ledger:	00100215800		PEBS CO	\$170.00 Automatic Invoice From Payroll
<b>70414</b>	<b>10/27/2023</b>	<b>796</b>	<b>Prowers Co Treasurer</b>	<b>\$929.00</b>
Invoice:	PR-1031202316713		Automatic Invoice From Payroll	
Ledger:	00100215800		PEBS CO	\$929.00 Automatic Invoice From Payroll

AP Detail Check Register (APLT43a) Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00100215500 Health Insurance-FSA \$929.00 Automatic Invoice From Payroll				
70415	10/27/2023	1149	Washington National Insurance Company	\$39.50
Invoice: PR-1031202316714 Automatic Invoice From Payroll				\$39.50
Ledger: 00100215600 Washington National \$39.50 Automatic Invoice From Payroll				

Total Of Checks: \$309,800.85 Approved on (Date)

Approved by:



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

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY	10/27/23	100811-100853	98,771.71
FRINGE	10/27/23	67029-67042	81,893.57
OPERATING			
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
CHILD SUPPORT			
LEAP:			
OAP:			
ADMIN			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY	10/27/23	54596-54614	28,767.39
FRINGE	10/27/23	8630-8640	19,854.93
FORFEITURE	10/27/23	CRA	(624.00)

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$228,663.60 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

October 27, 2023 GRAND TOTAL \$ 228,663.60

10-25-23 DATE

10-25-23 DATE

10-25-23 DATE

10-25-23 DATE

CHAIRMAN

COMMISSIONER

COMMISSIONER

10/25/23 DATE  
Director  
DIRECTOR

BALANCE AS OF 10/24/23 \$1,014,078.38

# PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: October 27, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND


Prepared by:  
Mindy Maestas

SALARY	<u>100811-100853</u>	<u>98,771.71</u>
FRINGE	<u>67029-67042</u>	<u>81,893.57</u>
OPERATING	<u></u>	<u></u>
WHC SALARY	<u>54596-54614</u>	<u>28,767.39</u>
WHC FRINGE	<u>8630-8640</u>	<u>19,854.93</u>
WHC FORFEITURE	<u>CRA</u>	<u>(624.00)</u>

TOTAL: \$ 228,663.60

Information Only

VOIDED CHECKS #'s:

  
Lanie Mireles, Director

**PROWERS COUNTY DEPT. OF SOCIAL SERVICES**

Invoice Register (By Expense Account)

Invoice Number / Line Description <b>EXPENSE ACCOUNT: FRINGE</b>	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.10.25.23 AFLAC INS	AFLAC	10/25/23		<u>\$721.17</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$721.17</u>
AP.10.25.23 CAI	CONTINENTAL AMERICAN	10/25/23		<u>\$237.56</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$237.56</u>
AP.10.25.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	10/25/23		<u>\$22,464.00</u> <u>\$655.40</u> <u>\$1,167.25</u> <u>\$291.00</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$24,577.65</u>
AP.10.25.23 COLONIAL INS BCN E3400793	COLONIAL LIFE	10/25/23		<u>\$286.40</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$286.40</u>
AP.10.25.23 HSA	COMMUNITY STATE BANK	10/25/23		<u>\$1,500.00</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$1,500.00</u>
AP.10.25.23 STATE TAX	COLORADO DEPT OF REVENUE	10/25/23		<u>\$5,066.00</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$5,066.00</u>
AP.10.25.23 RETIREMENT	CRA	10/25/23		<u>\$14,264.46</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$14,264.46</u>
AP.10.25.23 FSA	PROWERS COUNTY FSA	10/25/23		<u>\$535.00</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$535.00</u>
AP.10.25.23 CRA	CRA	10/25/23		<u>\$352.24</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$352.24</u>
AP.10.25.23 FICA & MED	FRONTIER BANK	10/25/23		<u>\$29,705.85</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$29,705.85</u>
AP.10.25.23 LEGAL SERVICES	LEGAL SERVICES, INC.	10/25/23		<u>\$53.80</u>
			INVOICE AP.10.25.23 TOTAL:	<u>\$53.80</u>

AP.10.25.23	N.A.C.O. Clearing Account	10/25/23	INVOICE AP.10.25.23 TOTAL:	\$20.00
INTERNAL PLAN ID 0025497-001				<u>\$20.00</u>
AP.10.25.2023	CRA	10/25/23		
LOAN REPAYMENT			INVOICE AP.10.25.2023 TOTAL:	\$4,461.44
				<u>\$4,461.44</u>
AP.10.25.23	MASA MTS	10/25/23	INVOICE AP.10.25.23 TOTAL:	\$112.00
MEDICAL TRANSPORTATION				<u>\$112.00</u>
			EXPENSE ACCOUNT 202.1000 TOTAL:	\$81,893.57
				<u>\$81,893.57</u>
			REPORT TOTAL:	<u>\$81,893.57</u>

# Welcome Home Center

## Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: FRINGE	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.10.23.23 AFLAC INSURANCE	AFLAC	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$408.83 <u>\$408.83</u>
AP.10.23.23 CAIC	CONTINENTAL AMERICAN	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$161.86 <u>\$161.86</u>
AP.10.23.23 HEALTH INSURANCE LIFE INSURANCE DENTAL INSURANCE VISION INSURANCE	CHP	10/23/23		\$5,952.00 \$205.20 \$288.60 \$69.40 <u>\$6,515.20</u>
AP.10.23.23 STATE TAX	COLORADO DEPART OF REVENUE	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$1,329.00 <u>\$1,329.00</u>
AP.10.23.23 RETIREMENT	CRA	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$3,731.70 <u>\$3,731.70</u>
AP.10.23.23 FSA	PROWERS COUNTY FSA	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$200.00 <u>\$200.00</u>
AP.10.23.23 FICA & MEDICARE	FRONTIER BANK	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$7,143.70 <u>\$7,143.70</u>
AP.10.23.23 INTERNAL PLAN ID 0025497-001	NACO Clearing Account	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$10.00 <u>\$10.00</u>
AP.10.23.2023 LOAN REPAYMENT	CRA	10/23/23	INVOICE AP.10.23.2023 TOTAL:	\$225.74 <u>\$225.74</u>
AP.10.23.23 MEDICAL TRANSPORTATION	MASA MTS	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$95.00 <u>\$95.00</u>
AP.10.23.23 LEGAL SERVICES	LEGAL SERVICES, INC	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$33.90 <u>\$33.90</u>
			EXPENSE ACCOUNT 202.1000 TOTAL:	<u>\$19,854.93</u>
			REPORT TOTAL:	<u><u>\$19,854.93</u></u>



HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: OCTOBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	10/27/23	31185-31213	65,421.27
FRINGE	10/27/23	3862-3872	45,841.48
OPERATING			
FORFEITURE	10/27/23	CRA	(4,343.45)

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 \$106,919.30 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

October 27, 2023 GRAND TOTAL \$ 106,919.30

DATE Ron Cook CHAIRMAN  
DATE Wendy Buxton-Andrade COMMISSIONER  
DATE Thomas Brumick COMMISSIONER

10/25/23 Andrew M. Melo DIRECTOR  
DATE

\$612,962.36  
BALANCE AS OF 10/24/23

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: OCTOBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY	10/27/23	31185-31213	65,421.27
FRINGE	10/27/23	3862-3872	45,841.48
OPERATING			
FORFEITURE	10/27/23	CRA	(4,343.45)

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 \$106,919.30 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

October 27, 2023 GRAND TOTAL \$ 106,919.30

DATE Ron Cook CHAIRMAN

DATE Wendy Buxton-Andrade COMMISSIONER

DATE Thomas Lammich COMMISSIONER

10/25/23 Andrew M. Nye DIRECTOR

\$612,962.36  
BALANCE AS OF 10/24/23

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: October 27, 2023

HOTLINE COUNTY CONNECTION CENTER FUND


Prepared by:  
Mindy Maestas

H3C SALARY	<u>31185-31213</u>	<u>65,421.27</u>
H3C FRINGE	<u>3862-3872</u>	<u>45,841.48</u>
H3C OPERATING	<u></u>	<u></u>
FORFEITURE	<u>CRA</u>	<u>(4,343.45)</u>

TOTAL: \$ 106,919.30

Information Only

VOIDED CHECKS #'s:

  
Lanie Mireles, Director

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 22100	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AP.10.23.23 AFLAC	AFLAC	10/23/23		\$64.26
			INVOICE AP.10.23.23 TOTAL:	<u>\$64.26</u>
AP.10.23.23 CAIC	CONTINENTAL AMERICAN	10/23/23		\$61.93
			INVOICE AP.10.23.23 TOTAL:	<u>\$61.93</u>
AP.10.23.23 HEALTH INSURANCE	CHP	10/23/23		\$780.00
				\$44.30
				\$1.84
				\$403.25
				\$45.25
			INVOICE AP.10.23.23 TOTAL:	<u>\$1,274.64</u>
AP.10.23.23 STATE TAX	COLO DEPT OF REVENUE	10/23/23		\$3,115.00
			INVOICE AP.10.23.23 TOTAL:	<u>\$3,115.00</u>
AP.10.23.23 RETIREMENT	CRA	10/23/23		\$4,343.45
			INVOICE AP.10.23.23 TOTAL:	<u>\$4,343.45</u>
AP.10.23.23 FSA	PROWERS COUNTY FSA	10/23/23		\$20.00
			INVOICE AP.10.23.23 TOTAL:	<u>\$20.00</u>
AP.10.23.23 FICA/MEDIFED	FRONTIER BANK	10/23/23		\$18,996.97
			INVOICE AP.10.23.23 TOTAL:	<u>\$18,996.97</u>
AP.10.23.2023 LOAN REPAYMENT	CRA	10/23/23		\$241.40
			INVOICE AP.10.23.2023 TOTAL:	<u>\$241.40</u>
AP.10.23.23 MEDICAL TRANSPORTATION	MASA MTS	10/23/23		\$28.00
			INVOICE AP.10.23.23 TOTAL:	<u>\$28.00</u>
AP.10.23.23 REMITTANCE ID# 14276182	FAMILY SUPPORT REGISTRY	10/23/23		\$249.00
			INVOICE AP.10.23.23 TOTAL:	<u>\$249.00</u>
AP.10.23.23 2015CR99	PROWERS COMBINED COURTS	10/23/23		\$50.00

EXPENSE ACCOUNT: 41540 AP.10.23.23 VISION INSURANCE PREMIUM	CHP	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$50.00
			EXPENSE ACCOUNT 22100 TOTAL:	\$28,444.65
				\$119.70
			INVOICE AP.10.23.23 TOTAL:	\$119.70
EXPENSE ACCOUNT 41540 TOTAL:				\$119.70
EXPENSE ACCOUNT: 41550 AP.10.23.23 HEALTH INSURANCE PREMIUM	CHP	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$12,749.00
			EXPENSE ACCOUNT 41550 TOTAL:	\$12,749.00
				\$12,749.00
			INVOICE AP.10.23.23 TOTAL:	\$12,749.00
EXPENSE ACCOUNT 41550 TOTAL:				\$12,749.00
EXPENSE ACCOUNT: 41560 AP.10.23.23 RETIREMENT	CRA	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$4,343.45
			EXPENSE ACCOUNT 41560 TOTAL:	\$4,343.45
				\$4,343.45
			INVOICE AP.10.23.23 TOTAL:	\$4,343.45
EXPENSE ACCOUNT 41560 TOTAL:				\$4,343.45
EXPENSE ACCOUNT: 41570 AP.10.23.23 LIFE INSURANCE PREMIUM	CHP	10/23/23	INVOICE AP.10.23.23 TOTAL:	\$184.68
			EXPENSE ACCOUNT 41570 TOTAL:	\$184.68
				\$184.68
			INVOICE AP.10.23.23 TOTAL:	\$184.68
EXPENSE ACCOUNT 41570 TOTAL:				\$184.68
REPORT TOTAL:				\$45,841.48



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 10/27/23

**Return Originals to:** Department of Human Services

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

**Contract Due Date:** 1/1/24

**Item Title/Recommended Board Action:**

“Consider approval of CDHS Certification of Compliance – Year 2024 County Personnel and Merit System Attestation and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the attestation form.”

**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 Human Services

To: County Human/Social Services Directors  
From: Colorado Department of Human Services  
Date: October 26, 2023  
Re: 2024 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1>.

*As a result of the 2022 audit of the County Merit System and subsequent county/state workgroup, the frequency of attestation will be changing from annually to every other year. This change is still working its way through the State Board and the rulemaking process and will go into effect for 2025.*

Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf [joshua.runningwolf@state.co.us](mailto:joshua.runningwolf@state.co.us).

Thank you for your assistance!

Enclosure

cc: Minna Castillo, Interim Deputy Executive Director of Community Partnerships  
Sarah Dawson, CDHS Director of Operations, Community Partnerships  
Laura Strother, CDHS Director of County Relations, Community Partnerships



**CDHS Certification of Compliance - Year 2024**  
**County Personnel and Merit System**

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

\_\_\_\_\_ County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## **DEPARTMENT OF HUMAN SERVICES**

### **County Personnel and Merit System (Volume 2)**

#### **RULE MANUAL VOLUME 2, COUNTY PERSONNEL RULES**

##### **9 CCR 2502-1**

*[Editor's Notes follow the text of the rules at the end of this CCR Document.]*

---

#### **STATEMENT OF BASIS AND PURPOSE, FISCAL IMPACT AND SPECIFIC STATUTORY AUTHORITY OF REVISIONS MADE TO VOLUME 2**

Revisions to sections 2.221; 2.241.1; 2.240.21 through 2.240.9 were finally adopted at the 12/6/85 State Board meeting with an effective date of 2/1/86 (Document 2). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.221; 2.221.1; 2.221.22; 2.421.5; 2.423.4; 2.425.2; were finally adopted and sections 2.600 through 2.610.2 were deleted at the 12/6/85 State Board meeting with an effective date of 2/1/86 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.113.13, 2.113.14; 2.113.32; 2.212 were finally adopted at the 7/11/86 State Board meeting with an effective date of 9/1/86 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Rewrite of Volume 2 Staff Manual was finally adopted at the 11/7/86 State Board meeting with an effective date of 1/1/87 (Document 16). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.040 through 2.980 were finally adopted following publication at the 5/1/87 State Board meeting, with an effective date of 7/1/87 (Document 1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to section 2.272 were finally adopted following publication at the 6/5/87 State Board meeting with an effective date of 9/1/87 (Document 11). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.000 through 2.980 were finally adopted following publication at the 9/11/87 State Board meeting, with an effective date of 11/1/87 (Document 23). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule.

These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.272 and 2.424 through 2.428 were finally adopted following publication at the 11/6/87 State Board meeting, with an effective date of 1/1/88 (Documents 2 and 5). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.000 – 2.031, 2.800 – 8.822 and 2.980 were finally adopted following publication at the 5/6/88 State Board meeting, with an effective date of 7/1/88 (CSPR# 87-12-29-1). Statement of Basis and Purpose, Fiscal Impact, and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Administrator, Department of Social Services.

Revisions to sections 2.221 – 2.242, 2.531 – 2.532, 2.642 – 2.660, 2.800 – 8.811, 2.850 – 2.880, 2.930 and "Definitions" were finally adopted following publication at the 11/4/88 State Board meeting, with an effective date of 1/1/89 (CSPR# 88-8-26-1, 88-8-26-2, and 88-8-29-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions and additions to sections 2.000 – 2.031, 2.035, 2.424 – 2.426 and 2.531 – 2.532 were finally adopted following publication at the 2/3/89 State Board meeting, with an effective date of 4/1/89 (CSPR# 88-11-2-1 and 88-11-21-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.532 were adopted emergency at the 6/2/89 State Board meeting, with an effective date of 6/2/89 (CSPR# 89-4-26-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.532 were final adoption of emergency at the 7/7/89 State Board meeting, with an effective date of 6/2/89 (CSPR# 89-4-26-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.000 – 2.031 were final adoption following publication at the 10/6/89 State Board meeting, with an effective date of 12/1/89 (CSPR# 89-2-22-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.035, 2.246–2.261, 2.272, 2.531–2.532 and 2.812 were final adoption following publication at the 11/3/89 State Board meeting, with an effective date of 1/1/90 (CSPR#'s 89-7-31-1 and 89-8-17-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 2/2/90 State Board meeting, with an effective date of 4/1/90 (CSPR# 89-12-13-2). Statement of Basis and Purpose and specific



statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.900 – 2.910 and 2.920 – 2.930 were final adoption following publication at the 10/5/90 State Board meeting, with an effective date of 12/1/90 (CSPR# 90-2-1-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.200 – 2.264, 2.272, and Definitions were final adoption following publication at the 11/2/90 State Board meeting, with an effective date of 2/1/91 (CSPR# 90-8-7-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.000 – 2.031, 2.032, 2.222 – 2.240 and 2.270 – 2.272 were final adoption following publication at the 11/1/91 State Board meeting, with an effective date of 1/1/92 (CSPR#s 91-8-20-2 and 91-8-20-3). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 and 2.429 through 2.453 were adopted emergency at the 12/6/91 State Board meeting, with an effective date of 1/1/92 (CSPR# 91-11-18-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 and 2.429 through 2.453 were final adoption of emergency at the 1/10/92 State Board meeting, with an effective date of 1/1/92 (CSPR# 91-11-18-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.400 – 2.423 and 2.700 – 2.741 were final adoption following publication at the 1/10/92 State Board meeting, with an effective date of 3/1/92 (CSPR# 91-9-24-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.272 were final adoption following publication at the 5/1/92 State Board meeting, with an effective date of 7/1/92 (CSPR# 92-2-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.300 – 2.321, 2.524 – 2.532, 2.653 – 2.741, and 2.822 – 2.840 were final adoption following publication at the 10/2/92 State Board meeting, with an effective date of 12/1/92 (CSPR# 92-7-27-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 11/6/92 State Board meeting, with an effective date of 1/1/93 (CSPR# 92-7-27-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are

available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.100 – 2.112, 2.300 – 2.335, 2.354 – 2.423, and 2.524 – 2.730 were final adoption following publication at the 11/5/93 State Board meeting, with an effective date of 1/1/94 (CSPR# 93-8-9-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.200 – 2.221, 2.251 – 2.264, 2.800 – 2.890, and “Definitions” were final adoption following publication at the 12/3/93 State Board meeting, with an effective date of 2/1/94 (CSPR# 93-8-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to sections 2.100 – 2.110, 2.246, 2.341 – 2.354, 2.427 – 2.453, 2.600 – 2.642, 2.700 – 2.750, 2.822 – 2.830, and “Definitions” were final adoption following publication at the 3/4/94 State Board meeting, with an effective date of 5/1/94 (CSPR# 93-12-21-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of the State Board Liaison, Department of Social Services.

Revisions to section 2.272 were final adoption following publication at the 8/5/94 State Board meeting, with an effective date of 11/1/94 (CSPR# 94-5-13-3). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.270 through 2.272 were final adoption following publication at the 11/4/94 State Board meeting, with an effective date of 1/1/95 (CSPR# 94-8-25-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.040 – 2.264, 2.354 – 2.453, 2.532, 2.632 – 2.660, 2.742, 2.921 – 2.930, and “Definitions” were final adoption following publication at the 8/4/95 State Board meeting, with an effective date of 10/1/95 (CSPR# 95-4-21-2). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 and 2.920 were final adoption following publication at the 11/3/95 State Board meeting, with an effective date of 1/1/96 (CSPR#’s 95-7-28-1 and 95-8-22-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.270 through 2.272 were final adoption following publication at the 11/8/96 State Board meeting, with an effective date of 1/1/97 (CSPR# 96-8-15-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.246, 2.272, 2.600 through 2.636, and 2.900 through 2.980 were final adoption following publication at the 3/7/97 State Board meeting, with an effective date of 5/1/97 (CSPR# 96-12-27-1). Statement of Basis and Purpose and specific statutory authority for these revisions were

incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.000 through 2.030 were final adoption following publication at the 8/1/97 State Board meeting, with an effective date of 10/1/97 (CSPR# 97-6-13-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.200 and 2.272 were final adoption following publication at the 11/7/97 State Board meeting, with an effective date of 1/1/98 (CSPR# 97-7-24-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to section 2.200 Table of Contents and sections 2.230 – 2.232 were final adoption following publication at the 10/2/98 State Board meeting, with an effective date of 12/1/98 (CSPR# 98-8-4-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 through 2.280, 2.341 through 2.351, 2.520 through 2.531, and 2.620 through 2.640 were final adoption following publication at the 11/6/98 State Board meeting, with an effective date of 1/1/99 (CSPR#s 98-8-21-1 and 98-8-26-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Revisions to sections 2.272 through 2.280 were final adoption following publication at the 11/5/99 State Board meeting, with an effective date of 1/1/2000 (CSPR# 99-7-30-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Office of External Affairs, Department of Human Services.

Entirely rewritten manual was final adoption following publication at the 05/04/2001 State Board meeting, with an effective date of 7/1/2001 (CSPR# 00-10-23-1). Statement of Basis and Purpose and specific statutory authority for these revisions were incorporated by reference into the rule. These materials are available for review by the public during normal working hours at the Colorado Department of Human Services, Office of Performance Improvement. Boards and Commissions Division.

## **2.000 COUNTY PERSONNEL**

### **2.100 COUNTY RESPONSIBILITIES**

Effective January 1, 2001, statutory authority for State administered county merit systems was repealed.

Each county shall provide for a merit system for the selection, retention, and promotion of employees of the county department of human/social services. The county's merit system for personnel administration shall meet the criteria set forth in these rules and comply with any other Federal standards established or specified as a condition of receipt of Federal funds as set forth in Title 5 of the Code of Federal Regulations, Section 900.601, et seq.

A county may combine with another county or group of counties to form a district to provide a merit system for its employees.

## **2.200 MINIMUM CRITERIA FOR THE COUNTY MERIT SYSTEM**

The county merit system shall provide for the following:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

### **2.210 Annual Certification of Merit System**

Each county shall annually submit to the Colorado Department of Human Services a certification that the above criteria are being maintained by the county department of human/social services. This certification must be received as prescribed by the State Department on or before January 1 of each year.

## **2.300 MINIMUM QUALIFICATIONS FOR COUNTY MERIT SYSTEM POSITIONS**

Minimum qualifications for certain positions are established as determined by the State Board of Human Services to necessitate uniform standards.

### **2.310 Definition**

"Education Requirements" means that in order to meet the minimum educational requirements of a Human Behavioral Science Degree, the candidate or employee must have a degree with major course work (i.e., equivalent to 30 semester hours or 45 quarter hours) in either development of human behavior, child development, family intervention techniques, diagnostic measures or therapeutic techniques such as social work, psychology, sociology, guidance and counseling, and child development.

### **2.320 Minimum Qualifications for Professional Services in Child Welfare or Adult Protective Services**

The county merit system shall adhere to the following minimum qualifications or standards in the hiring, retention, and promotion of employees who supervise or provide professional services in child welfare or adult protective services.

- A. Professional Entry (Training) Level Position  
  
A Bachelor's Degree with a major in a human behavioral sciences field.

**B. Professional Journey Level Position**

Evidence that the position has obtained the skills, knowledge, and abilities necessary to perform duties at the full independent working level, as demonstrated by either experience or education, as follows:

1. A Bachelor's Degree with a major in a human behavioral science field and one (1) year of professional caseworker experience acquired after the degree in a public or private social services agency; or,
2. A Master's Degree in social work or human behavioral science field.

**C. Life Skills Staff Position**

A High School Diploma or a General Equivalency Diploma (GED) and at least six (6) months full-time public contact in human services or a related field. Successful completion of a certificate program and/or college course equivalent to public contact in human services or a related field may substitute for the public contact experience.

**D. Casework Supervisor Position**

A Bachelor's Degree with a major in a human behavioral sciences field and three (3) years professional casework experience at the Journey Level obtained after the degree.

**2.330 Waiver Process**

If proven recruitment difficulties exist, county departments may request a waiver of these requirements by submitting a written request to the State Department that includes the following:

- A. Documentation of the county's recruitment efforts;
- B. The specific services to be provided by the position, such as core services or case management, and alternative qualifications being proposed;
- C. The specific position and position number, title, and name of incumbent, if position is filled;
- D. Justification why the candidate would be acceptable as a training level caseworker, and,
- E. A plan detailing how and when the candidate or employee will meet the minimum standards or qualifications set forth in these rules.

**2.400 MAXIMUM SALARY REIMBURSEMENT LEVEL FOR COUNTIES**

The maximum salary reimbursement level shall not exceed the amount authorized for salaries by the county's merit system.

---

**Editor's Notes**

**History**



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** November 14, 2023

**Submitter:** Meagan Hillman, Director PH&EV

**Submitted to the County Administration Office on:** 10/30/2023

**Return Originals to:** Meagan Hillman, PCPHE

**Number of originals to return to Submitter:** 1, copy that I need is marked with pink post it

**Contract Due Date:** 01/01/2024

**Item Title/Recommended Board Action:**

Consider approval of 2024 Environmental Health IGA for Baca County to receive Environmental Health Services from Prowers County Public Health and Environment.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** emailed 10/30/2023

**Additional Approvals (if required):**

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

**THANK YOU!**



**Public Health**  
Prevent. Promote. Protect.

**Prowers County Public Health & Environment**

1001 S. Main Street Lamar, CO 81052

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

[www.prowerscounty.net](http://www.prowerscounty.net)

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of oct, 2023, by and between **Prowers County, Colorado, c/o Prowers County Public Health and Environment**, and **Baca County, Colorado, c/o Baca County Public Health Agency (BCPHA) by and through its Board of Health (BOH).**

WITNESSETH

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

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

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

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

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

1. TERM

This Agreement shall be in effect for the period January 1, 2024 through December 31, 2024.

2. RESPONSIBILITIES

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

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

3. COMPENSATION AND PAYMENT – ENVIRONMENTAL HEALTH SERVICES

- a. PCPHE shall bill BCPHA a flat fee of \$6165 for CY 2024 for approximately 70 hours of service for any environmental health services rendered to Baca County or its citizens. The hourly rate for the initial term of this agreement shall be \$80.00 per hour, regardless of which PCPHE employee performed the services, at an annual rate not to exceed \$6165. No additional indirect rate shall be charged by PCPHE for environmental health services. All revenues received from state or federal sources for provision of these services, and any fees collected in performance of them, unless passed through to any other agency as required by state or federal law, or CDPHE rules and regulations, shall be retained by PCPHE. Such fees shall be established by the BCPHA, in accordance with state or federal law, or CDPHE rules and regulations.
- b. PCPHE staff will document hours and activities spent on environmental health services for Baca County; these hours and activities will be documented and submitted to the BCPHA semi-annually and an annual summary will also be provided.
- c. PCPHE shall submit an annual invoice to BCPHA by February 15, 2024 in the amount of \$6,165.
- d. BCPHA shall submit payment to PCPHE within thirty (30) days after receipt of the invoice.

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

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

5. INSURANCE

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

6. NON-ASSIGNMENT

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

7. OFFICIALS NOT TO BENEFIT

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

8. EQUAL EMPLOYMENT OPPORTUNITY

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

9. ILLEGAL ALIENS

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

10. STATUTES, REGULATIONS AND ORDINANCES

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

11. NON-APPROPRIATION

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

12. SEVERABILITY

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

13. TERMINATION

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

14. NOTICES

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

PCPHE - Environmental Health Representative:

Powers County Public Health and Environment  
Meagan L Hillman, PA-C, MBA, Director  
Conni Martinez, Environmental Health Specialist  
1001 S Main  
Lamar, CO 81052

BCPHA Representative:

Baca County Public Health Agency  
Keshian Holcomb  
741 Main St  
Springfield, CO 81073

15. ENTIRE AGREEMENT

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


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of \_\_\_\_\_, 2023, to be effective as of January 1, 2024.

PROWERS COUNTY

\_\_\_\_\_  
Chairman BOCC

\_\_\_\_\_  
Date

BACA COUNTY

  
Chairman BOCC

10/12/2023  
Date



**EXHIBIT 1**  
**ENVIRONMENTAL HEALTH SERVICES SCOPE OF WORK**

**GENERAL DESCRIPTION**

PCPHE shall provide the Environmental Health Service Programs listed in Table 1 to Baca County during the period beginning January 1, 2024 and ending December 31, 2024.

Upon request from Baca County, PCPHE shall provide any or all of the additional Environmental Health Services listed in Table 2.

All Environmental Health services provided by PCPHE shall be conducted in accordance with the applicable and appropriate federal, state, and local rules and regulations.

**SPECIFICATIONS**

1. PCPHE shall provide the service programs listed in Table 1.
2. PCPHE staff shall determine compliance with all applicable rules and regulations as required by law while conducting Environmental Health services for Baca County.
3. PCPHE shall use legally defensible state approved (or equivalent) inspection, investigation, and reporting forms as needed.
4. PCPHE shall provide semi-annual progress reports.

**RECORDS AND RECORD MANAGEMENT**

Baca County will collaborate with PCPHE to provide appropriate historical records and define record keeping needs. Forms identified in state regulations shall be used and/or others agreed upon by both Baca County and PCPHE. PCPHE will collaborate with Baca County to complete reports required by the Colorado Department of Public Health and Environment. PCPHE shall maintain all records and documents pertaining to the services provided under this Agreement for a period of 3-years or as required by state or Federal law and/or provide the records to Baca County for archiving. Upon the request of Baca County, PCPHE shall provide Baca County with copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by Baca County. Prior to the disposal of any records PCPHE has in its possession, PCPHE shall provide Baca County with a thirty (30) day written notice during which time Baca County may take physical possession of same at the storage site.

**ENFORCEMENT**

PCPHE shall provide Baca County with a list of specific violations observed while conducting Environmental Health program services. Enforcement actions to correct those violations shall be at the discretion of Baca County.

**WORK PRODUCTS**

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in

fulfillment of its obligations under this contract shall be the property of Baca County, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to Baca in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders.

**TABLE 1: PRIMARY EHS PROGRAMS PCPHE WILL PROVIDE**

<b>Environmental Health Service Program/Work Activity</b>	<b>Product Output</b>	<b>Estimated Quantity of Products</b>
Administration Service Work Activity	Administration Service Report	2
Program Development and Implementation Work Activity	EHS Program	1
On-site Wastewater Treatment System (OWTS) Permit and Construction Compliance Inspection Program	Permits/Inspection Reports	Fee structure is set per County
OWTS Malfunction Investigation Program	Complaints	1
Retail Food Establishment Inspection Program	Inspection Reports	45
Child Care Facility Inspection Program	Inspection Reports	6
Public and Semi-public Pool and Spa Inspection Program	Inspection Reports	1
Mobile Home Park Inspection Program	Inspection Reports	0
School Safety Inspection Program	Inspection Reports	6
Body Art Studio Inspection Program	Inspection Reports	0
Environmental Health Service Request Response Program	Service Request Response Report	0
Adult & Child Protection	Investigation Reports	2
Zoonotic Disease	Investigation Reports	1
HCSFO/CAFO	Investigation/Inspection Reports	0
Nuisance Complaints	Investigation Reports	1

Note: The number of "reports" will be based on the actual number of occurrences or facilities in operation in 2023

**TABLE 2: LIST OF PRINCIPAL PCPHE ENVIRONMENTAL HEALTH SERVICE PROGRAMS**

**AIR QUALITY**

- Verification of complaints and assist the state as requested

**ENVIRONMENTAL COMPLIANCE AND COMMUNITY SAFETY**

- Illegal dumping investigation
- Advise BCPHA and Baca County BOH regarding nuisance complaints
- Clandestine methamphetamine laboratory closure assistance

**ENVIRONMENTAL PLANNING AND CONSULTING**

- General environmental consulting
- Public information
- Adult and child protection environmental consulting

**FOOD SAFETY AND SANITATION**

- Retail Food Establishment Plan Review Program
- Retail Food Establishment Licensing Program
- Retail Food Establishment Inspection Program
- Excellence in Food Safety Training Program
- Food Borne Illness Investigation Program

**INSTITUTIONAL SANITATION AND SAFETY**

- Child Care Facility Inspection Program
- School Safety Inspection Program

**RADON**

- Indoor Air Radon Sampling and Mitigation Consulting Program

**PUBLIC ACCOMMODATIONS, BODY ART, SWIMMING POOLS AND RECREATIONAL SPAS**

- Complaint investigations and enforcement

**WATER QUALITY**

- On-site Wastewater Treatment System (OWTS) Regulation Development
- OWTS Permit and Construction Compliance Inspection Program
- OWTS Malfunction Investigation

**ZOONOSES**

- Zoonotic Disease (Plague, Tularemia, Rabies, West Nile Virus) Surveillance and Investigation Program

**Notes**

1. All regulatory programs are conducted according to applicable and appropriate federal, state, and local rules and regulations.
2. All services provided meet applicable best practices standards.
3. Each program is designed to provide the essential public health services as needed.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Staffon Warn, Rural Fire Chief

**Submitted to the County Administration Office on:** Email poll 11-1-2023

**Return Originals to:** N/A

**Number of originals to return to Submitter:** N/A

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 11-1-2023 email poll approval for Staffon Warn, Prowers County Rural Fire Chief, to submit an Antelope Creek Wind Community Grant Application through Apex Clean Energy to help with costs for a potential Rural Fire Station/Truck Building.

**Justification or Background:**

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

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: November 14, 2023**

**Submitter: Meagan Hillman, PH Director**

**Submitted to the County Administration Office on: 10/30/2023**

**Return Originals to: Meagan Hillman, PCPHE**

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

**Contract Due Date: 11/03/2023**

**Item Title/Recommended Board Action:**

Consider approval of Contract Amendment No. 1 to original Contract No. 2024\*0049 for additional Immunization Funding in the amount of \$13,230.00, expiration date June 30, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.

**Justification or Background:** Amendment increases award for this contract

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on: emailed 10/18/24**

**Additional Approvals (if required):**

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

**THANK YOU!**



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

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

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0049	\$8,254.00	\$22,667.00	\$0.00	07/01/2023-06/30/2024	\$30,921.00
Amendment #1	2024*0049	\$13,230.00	\$0.00	\$0.00	11/03/2023-06/30/2024	\$13,230.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$44,151.00</b>

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

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

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: Signature \_\_\_\_\_

Name of State Controller Delegate \_\_\_\_\_

Title of State Controller Delegate \_\_\_\_\_

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **November 3, 2023**, whichever is later and shall terminate on the termination of the Task Order or **June 30, 2024**, whichever is earlier.

**4. PURPOSE**

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

The Parties now desire to increase funding and change the Statement of Work, Budget and current Contract Maximum Total for the following reason: to support Bridge Access Program activities intended to offer free Coronavirus-19 vaccinations to adults who are uninsured or underinsured.

**5. MODIFICATIONS**

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B, Statement of Work of the agreement. Exhibit B, Statement of Work, is deleted and replaced in its entirety with Exhibit B, Statement of Work, attached to this Amendment for the following reason: to add Bridge Access Program activities.
- D. The Parties now agree to modify Exhibit C, Budget of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: to add funds for the Bridge Access Program activities.
- E. The Parties now agree to modify Exhibit D, Federal Provisions. Exhibit D, Federal Provisions, is deleted and replaced in its entirety with the Exhibit D, Federal Provisions, attached to this Amendment, for the following reason: to reflect changes to the federal award identification information.

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

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

**EXHIBIT B****STATEMENT OF WORK**

To Original Contract Number: 2024\*0049  
Amendment Contract Number: 2024\*0049 Amendment #1

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

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

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

**III. Definitions:**

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

**EXHIBIT B**

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

**IV. Work Plan:**

<b>Goal #1:</b> Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
<b>Objective #1:</b> No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
<b>Primary Activity #1</b>	The Contractor shall implement core immunization services within its jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels:               <ol style="list-style-type: none"> <li>a. VFC vaccines available through the VFC program for the eligible population served.</li> <li>b. Section 317 vaccines available through the Section 317 program for the eligible population served.</li> <li>c. Privately-purchased vaccines available for the eligible insured population served.</li> </ol> </li> <li>2. The Contractor shall assure immunizations are provided within the jurisdiction.</li> <li>3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine.</li> <li>4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration.</li> <li>5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction.</li> <li>6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information:               <ol style="list-style-type: none"> <li>a. Children 19-35 months of age no later than 30 days after distribution by CIB</li> <li>b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB</li> <li>c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB.</li> </ol> </li> </ol>



**EXHIBIT B**

	<p>7. The Contractor shall provide immunization subject matter expertise to the following:</p> <ul style="list-style-type: none"> <li>a. Decision makers</li> <li>b. Policy makers</li> <li>c. Health care providers</li> <li>d. The public</li> </ul> <p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ul style="list-style-type: none"> <li>a. immunization disparities by race</li> <li>b. immunization disparities by ethnicity</li> <li>c. immunization disparities by socio-economic status</li> <li>d. immunization disparities by disability status</li> </ul> <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ul> <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> <li>a. consumers</li> <li>b. health care providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ul> <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> <li>a. consumers</li> <li>b. healthcare providers</li> <li>c. staff who administer immunizations</li> <li>d. policy makers</li> </ul> <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ul style="list-style-type: none"> <li>a. The Contractor shall promote seasonal influenza vaccine with new organizations.</li> <li>b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations.</li> <li>c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations.</li> </ul> <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall follow up with schools who fail to report data.</li> <li>b. The Contractor shall follow up with CCCs who fail to report data.</li> </ul> <p>15. The Contractor shall support a network of VFC providers.</p>
--	--

**EXHIBIT B**

	<ol style="list-style-type: none"> <li>a. The Contractor shall perform ongoing recruitment of new VFC providers.</li> <li>b. The Contractor shall educate current VFC providers about the VFC program requirements.</li> </ol> <p>16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction.</p> <p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <ol style="list-style-type: none"> <li>a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call.</li> </ol> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
<b>Objective #2:</b> No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
<b>Primary Activity #1</b>	The Contractor shall utilize immunization strategies to address strategic priorities.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall utilize immunization strategies to address underimmunization in populations.</li> <li>2. The Contractor shall review the list of strategies from <i>Strategies to improve Colorado vaccination rates</i> (in Standards and Requirements section).</li> <li>3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> <li>a. Health care providers</li> <li>b. Pharmacists</li> <li>c. Long-term care facility staff</li> <li>d. Infection control specialists</li> <li>e. School officials</li> <li>f. The public</li> </ol> </li> </ol>
<b>Objective #3:</b> No later than the expiration of this contract, implement activities to maintain access to COVID-19 vaccines for uninsured and underinsured adults.	
<b>Primary Activity #1</b>	The Contractor shall offer the Bridge Access Program to provide COVID-19 vaccines for uninsured and underinsured adults.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall participate in the Bridge Access Program to provide COVID-19 vaccines to the following adult populations: <ol style="list-style-type: none"> <li>a. Uninsured</li> <li>b. Underinsured</li> </ol> </li> <li>2. The Contractor shall offer COVID-19 vaccines alongside other routine vaccines.</li> <li>3. The Contractor shall schedule a minimum of two (2) monthly vaccination clinics to increase access according to the following criteria: <ol style="list-style-type: none"> <li>a. One of the two clinics must be scheduled during evening hours, after regular business hours.</li> </ol> </li> </ol>

**EXHIBIT B**

	<ul style="list-style-type: none"> <li>b. One of the two clinics must be scheduled during weekend hours on either of the following days:               <ul style="list-style-type: none"> <li>i. Saturday</li> <li>ii. Sunday</li> </ul> </li> <li>c. Schedule clinics dependent on the availability of the Bridge Access Program vaccines.</li> </ul> <p>4. The Contractor shall conduct a minimum of two (2) monthly COVID-19 vaccination clinics to increase access according to the following criteria:</p> <ul style="list-style-type: none"> <li>a. Promote the two (2) monthly vaccination clinics to increase access.</li> <li>b. Conduct one of the two clinics during evening hours, after regular business hours.</li> <li>c. Conduct one of the two clinics during weekend hours on either of the following               <ul style="list-style-type: none"> <li>i. Saturday</li> <li>ii. Sunday</li> </ul> </li> <li>d. Conduct clinics dependent on the availability of the Bridge Access Program vaccines.</li> </ul> <p>5. The Contractor shall promote publicly funded COVID-19 vaccines available through the following programs:</p> <ul style="list-style-type: none"> <li>a. VFC</li> <li>b. Bridge Access Program</li> </ul>
<b>Standards and Requirements</b>	<ul style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.</li> <li>3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, <a href="https://www.cophr.com/emrlogin.asp">https://www.cophr.com/emrlogin.asp</a>. The content of this website is incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, <a href="http://www.cdc.gov/vaccines/acip/index.html">http://www.cdc.gov/vaccines/acip/index.html</a>. The content of this website is incorporated and made part of this contract by reference.</li> <li>5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on the following website, <a href="https://drive.google.com/file/d/1IUWIH39hkuiXalg4bcPOp7WoNdEw-TQC/view">https://drive.google.com/file/d/1IUWIH39hkuiXalg4bcPOp7WoNdEw-TQC/view</a>. This document establishes immunization standards and is incorporated and made part of this contract by reference.</li> <li>6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following</li> </ul>

**EXHIBIT B**

	<p>website, <u>Colorado Health Informatics Data Systems at <a href="https://www.healthinformatics.dphe.state.co.us">https://www.healthinformatics.dphe.state.co.us</a></u>. The content of this website is incorporated and made part of this contract by reference.</p> <p>7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.</p> <p>8. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: <u><a href="https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html">https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html</a></u></p> <p>9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.</p> <p>10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine and Bridge Access Program COVID-19 vaccine as provided by CIB policy and via email when providing 317 and Bridge Access Program COVID-19 vaccines for the jurisdiction.</p> <p>11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from <i>Strategies to improve Colorado vaccination rates</i> located on the following website, <u><a href="https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPI0urvuKfcC-5/view?usp=sharing">https://drive.google.com/file/d/1dYouAyuWmrzS1P8RQ7ZPI0urvuKfcC-5/view?usp=sharing</a></u> The content of this website is incorporated and made part of this contract by reference.</p> <p>12. The Contractor shall use deputization MOU guidance as provided by CIB via email.</p> <p>13. CDPHE will provide programmatic technical assistance to the Contractor, upon request.</p> <p>14. The Contractor shall complete an electronic quarterly progress report using the <i>FY24 Immunization Core Services Quarterly Progress Report</i>, via the following website, <u><a href="https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html">https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html</a></u> The content of this website is incorporated and made part of this contract by reference.</p> <p>15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.</p> <p>16. The content of this website is incorporated and made part of this contract by reference.</p> <p>17. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, <u><a href="https://drive.google.com/file/d/13Wf-iCLlvm01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing">https://drive.google.com/file/d/13Wf-iCLlvm01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing</a></u>. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p>
--	---

## EXHIBIT B

	<p>18. The Contractor shall access the <u>MMR and DTaP Dashboard</u> at <a href="https://cohealthviz.dphe.state.co.us/t/DCEED_Public/views/LPHAMMRDTaPGoals/MMRFluTracking?%3Aembed=y&amp;%3Aiid=1&amp;%3AisGuestRedirectFromVizportal=y">https://cohealthviz.dphe.state.co.us/t/DCEED_Public/views/LPHAMMRDTaPGoals/MMRFluTracking?%3Aembed=y&amp;%3Aiid=1&amp;%3AisGuestRedirectFromVizportal=y</a> to track immunization coverage in their jurisdiction.</p> <p>19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>21. The CIB will maintain the <u>LPHA Core Immunization Services FAQ</u> document at <a href="https://docs.google.com/document/d/1k0Mx4smtcm173nHwEdE9OW3Sip9I9D6TacM2ES0v9w/edit?usp=sharing">https://docs.google.com/document/d/1k0Mx4smtcm173nHwEdE9OW3Sip9I9D6TacM2ES0v9w/edit?usp=sharing</a> to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>23. The Contractor shall review a list of strategies from <u>Strategies to improve Colorado vaccination rates</u> at <a href="https://drive.google.com/file/d/1dYouAyuWmrzSIP8RQ7ZPI0uryuKfcC-5/view">https://drive.google.com/file/d/1dYouAyuWmrzSIP8RQ7ZPI0uryuKfcC-5/view</a>. The content of this website is incorporated and made part of this contract by reference.</p> <p>24. The Contractor shall complete an electronic monthly report using the <i>FY24-25 COVID Bridge Access Progress Report</i> via the following website, <a href="https://fs9.formsite.com/ColoradoIMMprogram/BridgeAccess/index">https://fs9.formsite.com/ColoradoIMMprogram/BridgeAccess/index</a>. The content of this website is incorporated and made part of this contract by reference.</p>
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. Immunizations are offered within the Contractor's jurisdiction.</li> <li>2. Immunizations are promoted within the Contractor's jurisdiction.</li> <li>3. Immunizations are administered within the Contractor's jurisdiction.</li> </ol>
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Data contained in the Immunization Rates Report.</li> <li>2. Data contained in the CDPHE MMR and DTaP Dashboard.</li> <li>3. Data contained in quarterly progress reports.</li> </ol>
	<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.</li> </ol>
	<ol style="list-style-type: none"> <li>2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.</li> </ol>
	<p>No later than 30 business days following the receipt of the recertification packet</p> <p>No later than 15 calendar days following the last calendar day of September, December, March and July</p>



**EXHIBIT B**

	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration
	4. The Contractor shall report the number of evening and weekend clinics each month using the <i>FY24-25 COVID Bridge Access Progress Report</i>	No later than 15 calendar days following the last calendar day of the month

**V. Monitoring:**

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

**VI. Resolution of Non-Compliance:**

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



To Original Contract Number: 2024*0049	
Original Budget	
Immunization Core Activities - Prowers	
Federal Funds	\$ 8,254
State Funds	\$22,667
<b>Total Amount</b>	<b>\$30,921</b>
Additional Funds	
Federal Funds – Additional	\$ 2,572
Federal Funds – Bridge Program	\$10,658
<b>Total Amount</b>	<b>\$13,230</b>
Revised Budget	
Federal Funds	\$21,484
State Funds	\$22,667
<b>Total Amount</b>	<b>\$44,151</b>

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

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

**1) Federal Award Identification.**

- a. Subrecipient: Prowers County Public Health
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): Y8C4HSXY95M6
- c. The Federal Award Identification Number (FAIN) is NH23IP922600
- d. The Federal award date is 7/1/2023.
- e. The subaward period of performance start date is 07/01/2023 and end date is 12/31/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2023 - 12/31/2024	\$10,279,050.00	\$4,899,097.00

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

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

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

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

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

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

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

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

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

EXHIBIT END

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: November 14, 2023**

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

**Submitted to the County Administration Office on: 11/01/2023**

**Return Originals to: Meagan Hillman, PCPHE**

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

**Contract Due Date: ASAP**

**Item Title/Recommended Board Action:**

Consider approval of Contract Amendment No. 8 CT QAAA 2024\*538 to original Contract No. 20 IHIA 129471, all funds totaling \$3,085,322.00, expiration date June 30, 2024 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.

**Justification or Background: Increased revenue allocated after budget revision due to staffing changes**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on: emailed 11/01/2023**

**Additional Approvals (if required):**





## CONTRACT AMENDMENT #8

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	<b>Original Contract Number</b> 20 IHIA 129471
<b>Contractor</b> Prowers County Public Health and Environment 1001 South Main Street Lamar, CO 81052	<b>Amendment Contract Number</b> CT QAAA 2024*538
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 \$635,867* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).	<b>Contract Performance Beginning Date</b> July 1, 2019
Extension Terms State Fiscal Year 2021 \$623,788* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2022 \$569,643* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$608,888* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2024 \$647,136* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$90,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE).	<b>Current Contract Expiration Date</b> June 30, 2024
Total for All State Fiscal Years \$3,085,322	

**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><b>CONTRACTOR</b> Prowers County Public Health and Environment</p> <p>_____ By: Meagan Hillman PA-C, MBA Director</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood 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><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Laura Curnow, CDEC Controller</p> <p>Amendment Effective Date: _____</p>	

**-- Signature and Cover Pages End --**

## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown 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 November 1, 2023, whichever is later and shall terminate on the termination of the Contract.

## 4. PURPOSE

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall increase funds for SFY24 and amends Exhibit B.

## 5. MODIFICATIONS

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

### A. **Increase the Contract Amount for SFY24 by \$24,650 and Increases the Maximum Amount for All State Fiscal Years from \$3,060,672 to \$3,085,322.**

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.

### B. **Exhibit B – Budget**

Exhibit B – Amendment #8, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #7 of the Original Contract.



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

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



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

<b>Contractor Name</b>	Prowers County Public Health & Environment	<b>Program Contact Name, Title</b>	Roxie Rankin, RN, BSN Nurse Supervisor
<b>Budget Period</b>	July 1, 2023 - June 30, 2024	<b>Phone</b>	719-688-8724
<b>Project Name</b>	Nurse Home Visitor Program	<b>Email</b>	<a href="mailto:rrankin@prowerscounty.net">rrankin@prowerscounty.net</a>
<b>Counites Served</b>	Baca, Bent, Crowley, Kiowa, Las Animas	<b>Fiscal Contact Name, Title</b>	Reyna Perez, Accountant
		<b>Phone</b>	719-336-8721
		<b>Email</b>	<a href="mailto:pcpheaccountant@prowerscounty.net">pcpheaccountant@prowerscounty.net</a>
		<b>Funded Caseload</b>	60

Expenditure Categories								
Personnel Services - Salaried Employees						SFY 2024		
Position Title	Description of Work and Fringe Benefits Include: Fringe benefits include: FICA, Health Ins., Vision 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.	\$127,134	\$16,753	75%	\$107,915	\$0	\$0	\$107,915
Nurse Home Visitor	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$73,840	\$11,300	100%	\$85,140	\$0	\$0	\$85,140
Nurse Home Visitor	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$77,126	\$15,500	100%	\$92,626	\$0	\$0	\$92,626
Nurse Home Visitor	Home Visitors conduct home visits and coordinate visiting schedules with families.	\$77,126	\$4,000	60%	\$48,676	\$0	\$0	\$48,676
Admin Support/Data Entry	Administrative Assistant.	\$35,336	\$15,548	100%	\$50,884	\$0	\$0	\$50,884
Bilingual Aide	Bilingual Aide.	\$36,945	\$13,077	14%	\$7,003	\$0	\$0	\$7,003
1. Total Personnel Services (including fringe benefits)					\$392,244	\$0	\$0	\$392,244
Supplies & Operating Expenses						SFY 2024		
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	\$0	\$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 donated to SENFP for clients including baby supplies, calendars, personal hygiene, books, and additional items.					\$0	\$3,896	\$6,548
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,					\$0	\$0	\$3,600
Communications (cellular, network services)	Includes in-house long distance as well as wireless devices for wi fi and cell phones for the nurses.					\$0	\$3,896	\$9,700
Medical Supplies	Include replacement stethoscopes, scales, blood pressure cuffs,masks, etc. These items are used for physical assessments of the					\$0	\$0	\$5,000
Technology	To maintain & replace computers and software as needed to efficiently implement the NFP program. The NSO is using E-					\$0	\$7,791	\$4,612
Community Coalition	Essential for maintaining the fidelity of the program. The coalition must meet 4 times per year and currently the meetings are					\$0	\$0	\$1,200
IT Support Repair	The NFP related costs of our IT service provider for computers, laptops, tablets, printers, and copier costs allocated to Nurse					\$0	\$0	\$7,150
Insurance/Worker's Comp	The NFP related costs of our liability and worker's comp insurance costs allocated to Nurse Home Visiting.					\$0	\$0	\$1,000
Subtotal						\$0	\$15,583	\$57,110
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 (remove from MTDC)	NSO annual fee					\$0	\$0	\$20,388
Rental Costs	General rental costs for the program's operation location (does not include meeting room fees)					\$0	\$0	\$13,367
Subtotal Items removed from MTDC						\$0	\$0	\$33,755
2. Total Supplies & Operating Expenses						\$0	\$15,583	\$90,865
Training and Technical Assistance						SFY 2024		
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	3	\$17,049	\$0	\$0	\$17,049
NFP Education Materials	Cost to cover required materials for NFP	NHV	\$721	3	\$2,163	\$0	\$0	\$2,163
Supervisor Expansion/Replacement Fee	Required fee only for new Supervisor	Supervisor	\$3,783	1	\$3,783	\$0	\$0	\$3,783
Supervisor Education	Required training for new NHV Supervisor	Supervisor	\$1,028	1	\$1,028	\$0	\$0	\$1,028
Administrator Education	NFP training for Administrator	Administrator	\$314	1	\$314	\$0	\$0	\$314
DANCE Education	Cost covers required NFP training	NHV	\$775	3	\$2,325	\$0	\$0	\$2,325
DANCE Licensing	Cost covers required NFP training materials	NHV	\$75	4	\$300	\$0	\$0	\$300
PIPE Training	Cost of PIPE training required for NHV	NHV	\$385	3	\$1,155	\$0	\$0	\$1,155
Professional Development	Covers cost of additional training NHVs	NHV/Supervisor	\$1,250	5	\$6,250	\$0	\$0	\$6,250
Mental Health Consultation	mental health for team/group setting	NHV	\$100	12	\$1,200	\$0	\$0	\$1,200
3. Total Training and Technical Assistance						\$35,567	\$0	\$35,567

Travel		SFY 2024		
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, Las Animas, Otero, & Prowers Counties	\$0	\$0	\$48,000
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 NHV to serve Las Animas County clients & CLC for one nurse.	\$0	\$0	\$15,000
<b>5. Total Travel</b>		<b>\$0</b>	<b>\$0</b>	<b>\$63,000</b>
Contractors/Consultants (payments to third parties or entities)		SFY 2024		
Name	Description of Item	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
<b>6. Total Contractors/Consultants</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$0</b>	<b>\$15,583</b>	<b>\$581,676</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>				
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		<b>\$0</b>	<b>\$15,583</b>	<b>\$544,138</b>
Indirect Costs		SFY 2024		
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
State Federal Indirect cost rate	Negotiated rate of 12.03% of MTDC	\$0	\$0	\$65,460
<b>Total Indirect</b>		<b>\$0</b>	<b>\$0</b>	<b>\$65,460</b>
<b>TOTAL</b>		<b>\$0</b>	<b>\$15,583</b>	<b>\$647,136</b>

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



**PROWERS COUNTY  
AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Gary Harbert, Veteran's Officer

**Submitted to the County Administration Office on:** email poll (11/2/2023)

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

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 11-2-2023 email poll approval for County Veteran Service Officer's Monthly Report and Certification of Pay - October 2023 and authorizing the use of Chairman Ron Cook's signature stamp.

**Justification or Background:**

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

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:**



## Colorado Division of Veterans Affairs

### County Veterans Service Officer Monthly Report

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and in support of semiannual payment, we hereby certify that 177 hours have been worked by accredited veterans service officers and in the month stated above.

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

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

Telephone Calls	110
Emails	121
Appointments	40
Outreach Events	1
Total Served	272

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

*Ron Post*

County Commissioner or Designee

*11/21/2023*

Date

Please return this form no later than the 10<sup>th</sup> of the following month

to: Colorado Division of Veterans Affairs

[cdvainfo@dmva.state.co.us](mailto:cdvainfo@dmva.state.co.us)

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Paula Gonzales, Finance Director

**Submitted to the County Administration Office on:** email poll 10-27-2023

**Return Originals to:** Jana Coen & Admin

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider ratifying 10-27-2023 email poll approval of General Fund Payroll for incentives and associated payroll taxes/retirement in the amount of \$29,792.40 with a Certification date of 10-27-23 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: \$29,792.40  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 27, 2023**

#

		A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$	-	-	-
ARPA FUND	\$	-	-	-
FSA ACCOUNT	\$	-	-	-
BOOKING FEES ACCOUNT	\$	-	-	-
PUBLIC HEALTH AGENCY	\$	-	-	-
ROAD & BRIDGE FUND	\$	-	-	-
SALES & USE TAX FUND	\$	-	-	-
CONSERVATION TRUST FUND	\$	-	-	-
CAPITAL FUND	\$	-	-	-
OTHER AGENCIES FUND	\$	-	-	-
LODGING TAX FUND	\$	-	-	-
CRMC FUND	\$	-	26,400.00	3,392.40
OPC FUND	\$	-	-	-
<b>Totals</b>	<b>\$</b>	<b>-</b>	<b>\$ 26,400.00</b>	<b>\$ 3,392.40</b>

DATE: October 27, 2023

DATE: October 27, 2023

DATE: October 27, 2023

DATE: October 27, 2023

BOCC CHAIRMAN

COMMISSIONER.

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	29,792.40
AP + Fringes	\$	3,392.40
Total Pd Certification - Payroll	\$	3,392.40
Total Payroll + Fringes	\$	29,792.40

Ending Check No.	70416
Beginning Check No.	70416

Total Number of Checks:

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

October 27, 2023

70416

	\$	-	
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

ARPA - 02

0018

2023	\$	-	
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023			
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

FSA (Cafeteria) 552

0552

2023	\$	-	
			Total \$ -

Sheriff's Booking Fees

0675

	\$	-	
Payroll	\$	-	
			Total \$ -

SALES & USE TAX FUND - 03

0900

2023	\$	-	
			Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023	\$	-	
			Total \$ -

CAPITAL FUND - 07

0100

2023	\$	-	
			Total \$ -

OTHER AGENCIES FUND- 08

2023

	\$	-	
			Total \$ -

LODGING TAX - 09

0014

2023	\$	-	
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

2023			
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

CRMC

0016

2023	\$	-	
Payroll	\$	26,400.00	
Fringes	\$	3,392.40	
			Total \$ 29,792.40

PC

0017

2023			
Payroll	\$	-	
Fringes	\$	-	
			Total \$ -

Paula Gonzales, Finance Director

GRAND TOTAL \$ 29,792.40



# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No:	10225	Check Amount
70416	10/27/2023	382	Frontier Bank					\$4,642.53
Invoice: PR-1031202311462 Automatic Invoice From Payroll \$4,642.53								
Ledger:	00100215000		Fed W/H			\$80.33	Automatic Invoice From Payroll	
Ledger:	00100215100		FICA W/H			\$1,636.80	Automatic Invoice From Payroll	
Ledger:	00100215100		FICA W/H			\$382.80	Automatic Invoice From Payroll	
Ledger:	00100215200		State W/H			\$523.00	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$1,636.80	Automatic Invoice From Payroll	
Ledger:	01346299999		EMPLOYEE BENEFITS			\$382.80	Automatic Invoice From Payroll	

Total Of Checks: \$4,642.53 Approved on (Date)

Approved by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fund: 013		Consolidated Return Mail	
Incomes		Deductions	
Code	Description	Code	Description
15	Incentive	FICA	Employer - Social Security T
		MED	Employer - Medicare Tax
		RETIR	Retirement ER
		SUTA	State Unemployment Tax
	Total Income:		Total Matches:
	\$26,400.00		\$3,392.40
	\$26,400.00		

Wages of \$26,400.00 less Deductions of \$0.00 equals Net Pay of \$26,400.00.

Wages of \$26,400.00 plus Matches of \$3,392.40 equals Total Expense of \$29,792.40.

Fund: 013		Consolidated Return Mail	
		Incomes	Deductions
Code	Description	Amount	
15	Incentive	\$26,400.00	
Total Income:		\$26,400.00	
		Matches	
Code	Description	Amount	
FICA	Employer - Social Security T	\$1,636.80	
MED	Employer - Medicare Tax	\$382.80	
RETIR	Retirement ER	\$1,320.00	
SUTA	State Unemployment Tax	\$52.80	
Total Matches:		\$3,392.40	

Wages of \$26,400.00 less Deductions of \$0.00 equals Net Pay of \$26,400.00.

Wages of \$26,400.00 plus Matches of \$3,392.40 equals Total Expense of \$29,792.40.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-2023

**Submitter:** Administration & DHS/H3C

**Submitted to the County Administration Office on:** Email Poll 11-3-23

**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 11-3-2023 email poll approval for County General Fund for payment of bills presented in the amount of \$278,267.11, Department of Human Services \$54,164.25, and H3C \$6,138.78 with a Certification date of November 7, 2023 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: \$278,560.52  
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 7, 2023**

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 50,366.74	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 18,082.30	-	-
ROAD & BRIDGE FUND	\$ 173,234.45	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ -	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ 21,874.29	-	-
OPC FUND	\$ 15,002.74	-	-
<b>Totals</b>	<b>\$ 278,560.52</b>	<b>\$ -</b>	<b>\$ -</b>

**Totals**

DATE: November 7, 2023

DATE: November 7, 2023

DATE: November 7, 2023

DATE: November 7, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	278,560.52
AP + Fringes	\$	278,560.52
Total Pd Certification - Payroll	\$	278,560.52
Total Payroll + Fringes	\$	-

Ending Check No.	70479
Beginning Check No.	70417

Total Number of Checks:	62
-------------------------	----

STATE OF COLORADO }  
                              } SS:  
COUNTY OF PROWERS }

Gail Specht  
Prowers County Treasurer's Office

# PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

November 7, 2023

70417-70479

\$ 50,366.74

Payroll

\$ -

Fringes

\$ -

Total \$ 50,366.74

ARPA - 02

0018

2023

\$ -

Payroll

\$ -

Fringes

\$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023

\$ 173,234.45

Payroll

\$ -

Fringes

\$ -

Total \$ 173,234.45

FSA (Cafeteria) 552

0552

2023

\$ -

Total \$ -

Sheriff's Booking Fees

0675

\$ -

Payroll

\$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

2023

\$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023

\$ -

Total \$ -

CAPITAL FUND - 07

0100

2023

\$ -

Total \$ -

OTHER AGENCIES FUND- 08

2023

\$ -

Total \$ -

LODGING TAX - 09

0014

2023

\$ -

\$ -

Payroll

\$ -

Fringes

\$ -

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

2023

\$ 18,082.30

Void Ck # 70325 \$ (293.41)

\$ -

Payroll

\$ -

Fringes

\$ -

Total \$ 17,788.89

CRMC

0016

2023

\$ 21,874.29

\$ -

Payroll

\$ -

Fringes

\$ -

Total \$ 21,874.29

PC

0017

2023

\$ 15,002.74

\$ -

Payroll

\$ -

Fringes

\$ -

Total \$ 15,002.74

Paula Gonzales, Finance Director

GRAND TOTAL \$ 278,267.11



**PROWERS COUNTY**  
 BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
 LAMAR, COLORADO 81052

82-87/1021  
 010225

**70325**

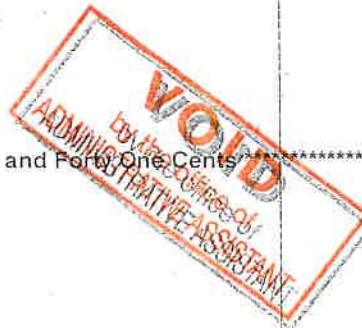
VOID AFTER 180 DAYS

10/17/2023

\$293.41

Two Hundred Ninety Three Dollars and Forty One Cents \*\*\*\*\*

Prowers County Public Health  
 1001 S Main  
 Lamar, CO 81052



*Don Cook*  
 CHAIRMAN BOARD COUNTY COMMISSIONERS

ATTEST

COUNTY CLERK

FRONTIER BANK  
 IN LAMAR  
 LAMAR, COLORADO

⑈070325⑈ ⑆102100879⑆ 010 225⑈

Prowers County

Vendor ID	Vendor Name	Check Date	Check Number	Check Amt
753	Prowers County Public Health	10/17/2023	70325	\$293.41

**70325**

Invoice	PO	Date	Amt Paid
DSS-2007		10/10/2023	\$293.41
PH-Cable/Mobile Shredder			
Check Total:			\$293.41

*Issued to incorrect vendor*

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No: 10225	Check Amount
70417	11/7/2023	667	Amairini Mejia				\$300.00
	Invoice: October 2023		URHN Facilitator				\$300.00
	Ledger: 01117465040		URHN Expenses			\$300.00	URHN Facilitator
70418	11/7/2023	36	Amazon Capital Services				\$526.52
	Invoice: 1MWK-9G6N-6VJJ		Office & Operating Supplies- Land Use				\$412.89
	Ledger: 00136430100		Office & Operating Suppli			\$412.89	Office & Operating Supplies- Land Use
	Invoice: 1XH4-XYW3-1XQ6		ADMIN-Office Supplies			\$113.63	\$113.63
	Ledger: 00105430100		Office Supplies			\$113.63	ADMIN-Office Supplies
70419	11/7/2023	877	Ashley Roseberry				\$400.00
	Invoice: October2023		URHN Facilitator				\$400.00
	Ledger: 01117465040		URHN Expenses			\$400.00	URHN Facilitator
70420	11/7/2023	55	Atmos Energy				\$335.78
	Invoice: 3012912303-1023		Utilities- Big Timbers Museum				\$52.12
	Ledger: 00122421600		Utilities			\$52.12	Utilities- Big Timbers Museum
	Invoice: 3012912465-1023		Big Timbers Museum-Utilities			\$30.17	\$30.17
	Ledger: 00122421600		Utilities			\$30.17	Big Timbers Museum-Utilities
	Invoice: 3013908352-1023		Utilities			\$54.33	\$54.33
	Ledger: 00132421600		Utilities			\$54.33	Utilities
	Invoice: 3015252164-9 23		Bus Garage Operating			\$31.68	\$31.68
	Ledger: 00125437810		Bus Garage Operating			\$31.68	Bus Garage Operating
	Invoice: 3018336596-1023		Utilities			\$70.48	\$70.48
	Ledger: 00111421600		Utilities			\$70.48	Utilities
	Invoice: 3056749186-1023		URHN Utilities			\$45.64	\$45.64
	Ledger: 01117465040		URHN Expenses			\$45.64	URHN Utilities
	Invoice: 4035614270-1023		Utilities			\$51.36	\$51.36
	Ledger: 00111421600		Utilities			\$51.36	Utilities
70421	11/7/2023	56	Atmos Energy				\$274.53

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<div> <div>Invoice: 107863</div> <div> <div>Ledger: 00111421600</div> <div>Courthouse Utilities</div> </div> </div> <div> <div>Invoice: 110418</div> <div> <div>Ledger: 00111421600</div> <div>Annex-Utilities</div> </div> </div> <div> <div>\$91.88</div> <div>Courthouse Utilities</div> </div> <div> <div>\$182.65</div> <div>Annex-Utilities</div> </div>				
<b>70422</b>	<b>11/7/2023</b>	<b>12</b>	<b>Avenu Insights &amp; Analytics</b>	<b>\$6,017.86</b>
<div> <div>Invoice: INVB-048855</div> <div> <div>Ledger: 00110440400</div> <div>Assessor-Equip Rentals/Leases ACS</div> </div> </div> <div> <div>Invoice: INVB-048856</div> <div> <div>Ledger: 00109440420</div> <div>Treasurer-Software Lease October 2023</div> </div> </div> <div> <div>\$3,063.07</div> <div>Assessor-Equip Rentals/Leases ACS</div> </div> <div> <div>\$2,954.79</div> <div>Treasurer-Software Lease October 2023</div> </div>				
<b>70423</b>	<b>11/7/2023</b>	<b>63</b>	<b>Axiom Human Resource Solutions, Inc.</b>	<b>\$104.32</b>
<div> <div>Invoice: 145052</div> <div> <div>Ledger: 01117430100</div> <div>PH- Timekeeping System</div> </div> </div> <div> <div>\$104.32</div> <div>PH- Timekeeping System</div> </div>				
<b>70424</b>	<b>11/7/2023</b>	<b>1225</b>	<b>Belinda Sturges</b>	<b>\$75.00</b>
<div> <div>Invoice: October2023</div> <div> <div>Ledger: 00111429310</div> <div>Fairgrounds Rent Deposit Reimb</div> </div> </div> <div> <div>\$75.00</div> <div>Fairgrounds Rent Deposit Reimb</div> </div>				
<b>70425</b>	<b>11/7/2023</b>	<b>100</b>	<b>Brew Unto Others</b>	<b>\$39.95</b>
<div> <div>Invoice: 000360</div> <div> <div>Ledger: 01117436360</div> <div>CBCAP Grant Expense- Food</div> </div> </div> <div> <div>\$39.95</div> <div>CBCAP Grant Expense- Food</div> </div>				
<b>70426</b>	<b>11/7/2023</b>	<b>110</b>	<b>Business Solutions Leasing</b>	<b>\$285.00</b>
<div> <div>Invoice: 35176153</div> <div> <div>Ledger: 00109421500</div> <div>Maintenance Contracts-Assessor/Treasurer</div> </div> </div> <div> <div>Invoice: 00110421500</div> <div> <div>Ledger: 00110421500</div> <div>Maintenance Contracts</div> </div> </div> <div> <div>\$285.00</div> <div>Maintenance Contracts</div> </div> <div> <div>\$142.50</div> <div>Treasurer</div> </div> <div> <div>\$142.50</div> <div>Assessor</div> </div>				
<b>70427</b>	<b>11/7/2023</b>	<b>125</b>	<b>Canon Financial Services</b>	<b>\$970.64</b>
<div> <div>Invoice: 31410116-0923</div> <div> <div>Ledger: 01117436900</div> <div>Copier Lease</div> </div> </div> <div> <div>Invoice: 01135432510</div> <div> <div>Ledger: 01135432510</div> <div>IOG Expense</div> </div> </div> <div> <div>\$48.66</div> <div>Copier Lease</div> </div> <div> <div>\$195.00</div> <div>Copier Lease</div> </div> <div> <div>\$145.40</div> <div>Transit-Maintenance Contracts</div> </div>				
<b>Operator:</b> mjaramillo <b>11/2/2023 9:22:40 AM</b>				Page 2 of 12
Report ID: APLT43a				

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00125421500			Maintenance Contracts	\$72.70
Ledger: 00127421500			Maintenance Contracts	\$72.70
Invoice: 31415055			Copier Lease	\$300.68
Ledger: 01133421500			Maintenance Contracts	\$300.68
Invoice: 31415056			Copier Lease	\$42.30
Ledger: 00136420700			Copy Machine Supplies/	\$23.83
Ledger: 01137420700			Copy Machine Supplies/	\$18.47
Invoice: 31415056-0923			Copier Lease	\$238.60
Ledger: 01117421500			Maintenance Contracts	\$170.43
Ledger: 01117436700			Kiowa County Expenses	\$8.73
Ledger: 01117465040			URHN Expenses	\$45.99
Ledger: 01126421500			Maintenance Contracts	\$13.45
<b>70428</b>	<b>11/7/2023</b>	<b>128</b>	<b>Capital One</b>	<b>\$891.98</b>
Invoice: 628034-1023			PH/CBCAP/URHN	\$891.98
Ledger: 01117430100			Office Supplies	\$92.93
Ledger: 01117436360			CBCAP Grant Expense	\$268.31
Ledger: 01117465040			URHN Expenses	\$530.74
<b>70429</b>	<b>11/7/2023</b>	<b>166</b>	<b>CDPHE - Vitals</b>	<b>\$702.00</b>
Invoice: VR2024000000000004			Vitals-Birth/Death/SPU Fees	\$702.00
Ledger: 01123423100			State Fees	\$702.00
<b>70430</b>	<b>11/7/2023</b>	<b>173</b>	<b>Century Link</b>	<b>\$67.43</b>
Invoice: 300779388-2023			Telephone & Elevator Phones-Maint	\$67.43
Ledger: 00111420100			Telephone & Elevator Ph	\$67.43
<b>70431</b>	<b>11/7/2023</b>	<b>181</b>	<b>Christine Anne Chandler</b>	<b>\$400.00</b>
Invoice: October2023			URHN Facilitator	\$400.00
Ledger: 01117465040			URHN Expenses	\$400.00
<b>70432</b>	<b>11/7/2023</b>	<b>240</b>	<b>Claudia Terrazas</b>	<b>\$400.00</b>
Invoice: October2023			URHN Facilitator	\$400.00

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 01117465040			URHN Expenses	\$400.00
			URHN Facilitator	
<b>70433</b>	<b>11/7/2023</b>	<b>116</b>	<b>Colorado Assessors Association</b>	<b>\$800.00</b>
Invoice: December 2023			81st Annual Winter Conference December 2023	\$800.00
Ledger: 00110421100			Mileage/Meeting Expens	\$800.00
			81st Annual Winter Conference December 2023	
<b>70434</b>	<b>11/7/2023</b>	<b>164</b>	<b>Colorado Dept of Public Health &amp; Env</b>	<b>\$60.00</b>
Invoice: WQ65 OWTS- 1023			PH- Prowers Septic Fees 3rd QTR	\$20.00
Ledger: 01137428380			ISDS Permit Surcharge	\$20.00
			PH- Prowers Septic Fees 3rd QTR	
Invoice: WQ65 OWTS-102023			EH- Kiowa Septic Fees 3rd QTR	\$40.00
Ledger: 01137428380			ISDS Permit Surcharge	\$40.00
			EH- Kiowa Septic Fees 3rd QTR	
<b>70435</b>	<b>11/7/2023</b>	<b>241</b>	<b>Cornerstone Resource Center</b>	<b>\$5,109.01</b>
Invoice: 22265			FSPP- September Reimbursement	\$5,109.01
Ledger: 01117436370			FSPP Grant Expense	\$5,109.01
			FSPP- September Reimbursement	
<b>70436</b>	<b>11/7/2023</b>	<b>324</b>	<b>Department of Human Services</b>	<b>\$293.41</b>
Invoice: DSS-2007			PH- CABLE/MOBILE SHREDDER	\$293.41
Ledger: 01117430100			Office Supplies	\$293.41
			PH- CABLE/MOBILE SHREDDER	
<b>70437</b>	<b>11/7/2023</b>	<b>281</b>	<b>Detention Alternative Programs</b>	<b>\$6,300.00</b>
Invoice: 1002-10157			Courthouse Sec Grant PYC- FY 23-24 Quarter 1	\$6,300.00
Ledger: 00113453801			Courthouse Sec Grant P	\$6,300.00
			Courthouse Sec Grant PYC- FY 23-24 Quarter 1	
<b>70438</b>	<b>11/7/2023</b>	<b>279</b>	<b>District Attorney</b>	<b>\$23,986.34</b>
Invoice: NOVEMBER 2023			15th Judicial Dist Payment- November 2023	\$23,986.34
Ledger: 00112475000			15th Judicial Dist Payme	\$23,986.34
			15th Judicial Dist Payment- November 2023	
<b>70439</b>	<b>11/7/2023</b>	<b>316</b>	<b>Dominion Voting</b>	<b>\$136.10</b>
Invoice: DVS150888			CLERK-Office Supplies/Ballots	\$136.10
Ledger: 00108430100			Office Supplies/Ballots	\$136.10
			CLERK-Office Supplies/Ballots	
<b>70440</b>	<b>11/7/2023</b>	<b>356</b>	<b>Express Toll</b>	<b>\$36.10</b>
Invoice: 2085930121-1023			PH- Toll Road Fees	\$22.65

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
<div> <div>Ledger: 01117421100</div> <div>Mileage/Meeting Expens</div> <div>\$22.65</div> <div>PH- Toll Road Fees</div> </div>				
<div> <div>Invoice: 2085930121-FORD</div> <div>ADMIN-Vehicle Maintenance</div> <div>\$13.45</div> </div>				
<div> <div>Ledger: 00101430900</div> <div>Vehicle Maintenance</div> <div>\$13.45</div> <div>ADMIN-Vehicle Maintenance</div> </div>				
<b>70441</b>	<b>11/7/2023</b>	<b>1201</b>	<b>Fremont Paving and Redi Mix</b>	<b>\$172,129.53</b>
<div> <div>Invoice: LM13885</div> <div>R&amp;B-Road Mat / Gravel / Striping</div> <div>\$84,582.91</div> </div>				
<div> <div>Ledger: 00243437400</div> <div>Road Mat / Gravel / Stripi</div> <div>\$84,582.91</div> <div>R&amp;B-Road Mat / Gravel / Striping</div> </div>				
<div> <div>Invoice: LM13967</div> <div>R&amp;B-Road Mat / Gravel / Striping</div> <div>\$87,546.62</div> </div>				
<div> <div>Ledger: 00243437400</div> <div>Road Mat / Gravel / Stripi</div> <div>\$87,546.62</div> <div>R&amp;B-Road Mat / Gravel / Striping</div> </div>				
<b>70442</b>	<b>11/7/2023</b>	<b>400</b>	<b>Globalstar USA</b>	<b>\$258.95</b>
<div> <div>Invoice: 000000057233499</div> <div>Telephone- Emergency MGMT</div> <div>\$258.95</div> </div>				
<div> <div>Ledger: 00116420100</div> <div>Telephone</div> <div>\$258.95</div> <div>Telephone- Emergency MGMT</div> </div>				
<b>70443</b>	<b>11/7/2023</b>	<b>413</b>	<b>Gobin's</b>	<b>\$510.28</b>
<div> <div>Invoice: AR4128418</div> <div>Equip Rentals/Leases- Clerk &amp; Admin</div> <div>\$143.47</div> </div>				
<div> <div>Ledger: 00105440400</div> <div>Equip Rentals/Leases</div> <div>\$107.60</div> <div>ADMIN</div> </div>				
<div> <div>Ledger: 00107440400</div> <div>Equip Rentals/Leases</div> <div>\$35.87</div> <div>CLERK</div> </div>				
<div> <div>Invoice: AR4128671</div> <div>OPC-Office Equipment</div> <div>\$366.81</div> </div>				
<div> <div>Ledger: 01447430230</div> <div>Office Equipment</div> <div>\$366.81</div> <div>OPC-Office Equipment</div> </div>				
<b>70444</b>	<b>11/7/2023</b>	<b>439</b>	<b>Great America Financial Services</b>	<b>\$70.11</b>
<div> <div>Invoice: 35184081</div> <div>Admin-Equip Rentals/Leases</div> <div>\$70.11</div> </div>				
<div> <div>Ledger: 00105440400</div> <div>Equip Rentals/Leases</div> <div>\$70.11</div> <div>Admin-Equip Rentals/Leases</div> </div>				
<b>70445</b>	<b>11/7/2023</b>	<b>1125</b>	<b>Heather Whisenand</b>	<b>\$200.00</b>
<div> <div>Invoice: October 2023</div> <div>URHN Facilitator</div> <div>\$200.00</div> </div>				
<div> <div>Ledger: 01117465040</div> <div>URHN Expenses</div> <div>\$200.00</div> <div>URHN Facilitator</div> </div>				
<b>70446</b>	<b>11/7/2023</b>	<b>499</b>	<b>Home Store LLC</b>	<b>\$1,242.33</b>
<div> <div>Invoice: 160074</div> <div>Fairgrounds Maintenance</div> <div>\$340.42</div> </div>				
<div> <div>Ledger: 00111429300</div> <div>Fairgrounds Maintenance</div> <div>\$340.42</div> <div>Fairgrounds Maintenance</div> </div>				
<div> <div>Invoice: 160076</div> <div>Annex Building Maintenance</div> <div>\$83.91</div> </div>				
<div> <div>Operator: mjaramillo</div> <div>11/2/2023 9:22:40 AM</div> </div>				
<div> <div>Report ID: APLT43a</div> <div>Page 5 of 12</div> </div>				



# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00111429200			Annex Building Maintena	
Invoice: 160077			Fairgrounds Maintenance	\$83.91 Annex Building Maintenance
Ledger: 00111429300			Fairgrounds Maintenance	\$121.93
Invoice: 160122			Fairgrounds Maintenance	\$309.90
Ledger: 00111429300			Fairgrounds Maintenance	\$309.90
Invoice: 160274			Museum Maint	\$11.99
Ledger: 00111429830			Museum Maint	\$11.99
Invoice: 160280			Museum Maint	\$25.99
Ledger: 00111429830			Museum Maint	\$25.99
Invoice: 160544			Welcome Home Center Maint	\$28.95
Ledger: 00111429810			Welcome Home Center	\$28.95
Invoice: 160595			Museum Maint	\$47.96
Ledger: 00111429830			Museum Maint	\$47.96
Invoice: 160597			Courthouse Maintenance	\$143.88
Ledger: 00111429100			Courthouse Maintenance	\$143.88
Invoice: 160616			Museum Maint	\$47.96
Ledger: 00111429830			Museum Maint	\$47.96
Invoice: 160645			Fairgrounds Maintenance	\$19.49
Ledger: 00111429300			Fairgrounds Maintenance	\$19.49
Invoice: 160682			Courthouse Maintenance	\$59.95
Ledger: 00111429100			Courthouse Maintenance	\$59.95
<b>70447</b>	<b>11/7/2023</b>	<b>1220</b>	<b>Jacqueline Rodriguez</b>	<b>\$884.00</b>
Invoice: October 2023			URHN- Food October	\$884.00
Ledger: 01117465040			URHN Expenses	\$884.00 URHN- Food October
<b>70448</b>	<b>11/7/2023</b>	<b>1047</b>	<b>Janene Turner</b>	<b>\$50.00</b>
Invoice: October 2023			Professional Services - Addl.	\$50.00
Ledger: 00115420630			Professional Services - A	\$50.00 Professional Services - Addl.
<b>70449</b>	<b>11/7/2023</b>	<b>1226</b>	<b>Jessica Rosales</b>	<b>\$75.00</b>
Invoice: October 2023			Fairgrounds Rent Deposit Reimb- October 2023	\$75.00
<b>Operator:</b> mjaramillo 11/2/2023 9:22:40 AM				
Report ID: APL T43a				

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00111429310			Fairgrounds Rent Deposi	\$75.00 Fairgrounds Rent Deposit Reimb- October 2023
<b>70450</b>	<b>11/7/2023</b>	<b>386</b>	<b>John Deere Financial</b>	<b>\$131.29</b>
Invoice: D23517			Operating Supplies- Maint	\$64.99
Ledger: 00111430200			Operating Supplies	\$64.99 Operating Supplies- Maint
Invoice: D24339			Fairgrounds Maintenance	\$7.33
Ledger: 00111429300			Fairgrounds Maintenance	\$7.33 Fairgrounds Maintenance
Invoice: D26043			Fairgrounds Maintenance	\$24.99
Ledger: 00111429300			Fairgrounds Maintenance	\$24.99 Fairgrounds Maintenance
Invoice: D27271			Annex Building Maintenance	\$33.98
Ledger: 00111429200			Annex Building Maintena	\$33.98 Annex Building Maintenance
<b>70451</b>	<b>11/7/2023</b>	<b>105</b>	<b>Kayla Brown</b>	<b>\$600.00</b>
Invoice: October2023			URHN Facilitator	\$600.00
Ledger: 01117465040			URHN Expenses	\$600.00 URHN Facilitator
<b>70452</b>	<b>11/7/2023</b>	<b>561</b>	<b>Kimball Midwest</b>	<b>\$591.22</b>
Invoice: 101563140			R&B-Shop Supplies	\$591.22
Ledger: 00243437920			Shop Supplies	\$591.22 R&B-Shop Supplies
<b>70453</b>	<b>11/7/2023</b>	<b>609</b>	<b>L &amp; C, LLC</b>	<b>\$1,500.00</b>
Invoice: November 2023			URHN Rent	\$1,500.00
Ledger: 01117465040			URHN Expenses	\$1,500.00 URHN Rent
<b>70454</b>	<b>11/7/2023</b>	<b>604</b>	<b>Lamar BMS</b>	<b>\$209.34</b>
Invoice: 411332			Fairgrounds Maintenance	\$16.38
Ledger: 00111429300			Fairgrounds Maintenance	\$16.38 Fairgrounds Maintenance
Invoice: 411868			Fairgrounds Maintenance	\$7.29
Ledger: 00111429300			Fairgrounds Maintenance	\$7.29 Fairgrounds Maintenance
Invoice: 411953			Fairgrounds Maintenance	\$13.49
Ledger: 00111429300			Fairgrounds Maintenance	\$13.49 Fairgrounds Maintenance
Invoice: 412011			Johnson Building Maint - DA	\$5.79
Ledger: 00111429400			Johnson Building Maint	\$5.79 Johnson Building Maint - DA

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 412543			Fairgrounds Maintenance	
Ledger: 00111429300			Fairgrounds Maintenance	\$25.57
Invoice: 412582			Museum Maint	\$20.18
Ledger: 00111429830			Museum Maint	\$20.18
Invoice: 412840			Courthouse Maintenance	\$21.49
Ledger: 00111429100			Courthouse Maintenance	\$21.49
Invoice: 412886			Courthouse Maintenance	\$12.78
Ledger: 00111429100			Courthouse Maintenance	\$12.78
Invoice: 412895			Courthouse Maintenance	\$8.99
Ledger: 00111429100			Courthouse Maintenance	\$8.99
Invoice: 412898			Courthouse Maintenance	\$8.99
Ledger: 00111429100			Courthouse Maintenance	\$8.99
Invoice: 412901			Courthouse Maintenance	\$8.99
Ledger: 00111429100			Courthouse Maintenance	\$8.99
Invoice: 412945			Courthouse Maintenance	\$18.99
Ledger: 00111429100			Courthouse Maintenance	\$18.99
Invoice: 413151			Courthouse Maintenance	\$40.41
Ledger: 00111429100			Courthouse Maintenance	\$40.41
<b>70455</b>	<b>11/7/2023</b>	<b>1130</b>	<b>Marcus Widener</b>	<b>\$1,747.15</b>
Invoice: October 2023			Professional Services - Addl.-Mileage - Meeting Expense	\$1,747.15
Ledger: 00115420630			Professional Services - A	\$1,400.00
Ledger: 00115421100			Mileage - Meeting Expen	\$347.15
<b>70456</b>	<b>11/7/2023</b>	<b>897</b>	<b>Mayra Salgado</b>	<b>\$300.00</b>
Invoice: October 2023			URHN Facilitator	\$300.00
Ledger: 01117465040			URHN Expenses	\$300.00
<b>70457</b>	<b>11/7/2023</b>	<b>661</b>	<b>McKesson Medical - Surgical</b>	<b>\$167.14</b>
Invoice: 21228369			PH- Vaccine supplies	\$167.14
Ledger: 01117436100			Immunization Supplies	\$167.14

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70458	11/7/2023	472	Meagan Hillman	\$262.00
Invoice: October 2023 PH- Meeting Expense \$262.00 PH- Meeting Expense				
Ledger: 01117421100 Mileage/Meeting Expens				
70459	11/7/2023	678	Mirage Technologies	\$3,467.23
Invoice: 10222023 Professional Services - Tech \$3,467.23				
Ledger: 00114420600 Professional Services - T \$3,467.23 Professional Services - Tech				
70460	11/7/2023	700	My Wholesale Products	\$42.00
Invoice: 358750 R&B-Custodial Supplies \$42.00				
Ledger: 00111438000 Custodial Supplies				
70461	11/7/2023	1209	Nancy Magallanes	\$400.00
Invoice: October 2023 URHN Facilitator \$400.00				
Ledger: 01117465040 URHN Expenses \$400.00 URHN Facilitator				
70462	11/7/2023	828	Pfizer, Inc	\$2,862.09
Invoice: 9343215309 PH-Vaccine \$2,862.09				
Ledger: 01117436000 Immunizations \$2,862.09 PH-Vaccine				
70463	11/7/2023	815	Pitney Bowes Global Financial Services L	\$782.43
Invoice: 3318243223 Equip Rentals/Leases \$782.43				
Ledger: 00105440400 Equip Rentals/Leases \$148.87 Admin				
Ledger: 00107440400 Equip Rentals/Leases \$581.67 Clerk				
Ledger: 00109440420 Software Lease \$15.40 Treasurer				
Ledger: 00110440400 Equip Rentals/Leases AC \$36.49 Assessor				
70464	11/7/2023	1140	PJ Wilson	\$100.00
Invoice: October Professional Services - Adtl. \$100.00				
Ledger: 00115420630 Professional Services - A \$100.00 Professional Services - Adtl.				
70465	11/7/2023	792	Prowers County	\$36,510.22
Invoice: 23067 CRMC-Administrative Fees \$2,112.33				

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 01346465020			Administrative Fees	
Invoice: 23069			CRMC-Administrative Fees	\$2,112.33
Ledger: 01346465020			Administrative Fees	\$17,995.02
Invoice: 23071			OPC-Administrative Fees	\$12,492.05
Ledger: 01447465020			Administrative Fees	\$12,492.05
Invoice: 23072			CRMC-IT Support	\$1,766.94
Ledger: 01346420110			IT Support	\$1,766.94
Invoice: 23074			OPC-IT Support / Internet	\$2,143.88
Ledger: 01447420110			IT Support / Internet	\$2,143.88
<b>70466</b>	<b>11/7/2023</b>	<b>202</b>	<b>Ron Cook</b>	<b>\$195.00</b>
Invoice: November 2023			Telephone/Fuel Allowance	
Ledger: 00101420100			Telephone	\$75.00
Ledger: 00101430910			Fuel Allowance	\$120.00
<b>70467</b>	<b>11/7/2023</b>	<b>928</b>	<b>SECOM</b>	<b>\$79.90</b>
Invoice: 623505-1123			URHN Utilities	
Ledger: 01117465040			URHN Expenses	\$79.90
<b>70468</b>	<b>11/7/2023</b>	<b>974</b>	<b>State of Colorado</b>	<b>\$536.24</b>
Invoice: 000017821			Clerk-Professional Services/Postage/Freight	
Ledger: 00107420200			Postage/Freight	\$464.85
Ledger: 00107420600			Professional Services	\$71.39
<b>70469</b>	<b>11/7/2023</b>	<b>980</b>	<b>Stericycle Inc</b>	<b>\$156.08</b>
Invoice: 8004984179			PH- Hazardous Waste Disposal	
Ledger: 01117421500			Maintenance Contracts	\$156.08
<b>70470</b>	<b>11/7/2023</b>	<b>997</b>	<b>Tall Boy Garage</b>	<b>\$224.95</b>
Invoice: 1682			Vehicle Maintenance	
Ledger: 00101430900			Vehicle Maintenance	\$147.32
Invoice: 1683			Mileage/Meeting Expense	\$77.63
Ledger: 00105421100			Mileage/Meeting Expense	\$77.63

# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70471	11/7/2023	1009	The Sign Shop	\$176.40
Invoice: 09072023			R&B-Operating Supplies	\$176.40
Ledger: 00243430200			Operating Supplies	\$176.40
70472	11/7/2023	327	Thomas Dunagan	\$421.50
Invoice: November 2023			Telephone	\$75.00
Ledger: 00115420100			Telephone	\$75.00
Invoice: October 2023			Mileage - Meeting Expense	\$346.50
Ledger: 00115421100			Mileage - Meeting Expense	\$346.50
70473	11/7/2023	430	Tom Grasmick	\$195.00
Invoice: November 2023			Telephone/Fuel Allowance	\$195.00
Ledger: 00101420100			Telephone	\$75.00
Ledger: 00101430910			Fuel Allowance	\$120.00
70474	11/7/2023	1077	Viaero Wireless	\$623.93
Invoice: 557142-1023			Telephone/Internet- Rural Fire	\$97.77
Ledger: 00132420100			Telephone/Internet	\$97.77
Invoice: 599069-1023			Telephone- Maint	\$337.30
Ledger: 00243420100			Telephone	\$337.30
Invoice: 630872-1023			Bus Garage Operating- Transit	\$188.86
Ledger: 00125437810			Bus Garage Operating	\$188.86
70475	11/7/2023	1104	Wash Spott Car Wash	\$55.00
Invoice: 000070			Admin-Vehicle Maintenance	\$55.00
Ledger: 00101430900			Vehicle Maintenance	\$55.00
70476	11/7/2023	1107	Waxie Sanitary Supply	\$996.52
Invoice: 82022517			Custodial Supplies- Maint.	\$122.00
Ledger: 00111438000			Custodial Supplies	\$122.00
Invoice: 82070581			Custodial Supplies- Maint	\$874.52
Ledger: 00111438000			Custodial Supplies	\$874.52



# AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70477	11/7/2023	71	Wendy Buxton-Andrade	\$195.00
Invoice: November 2023 Telephone/Fuel Allowance \$195.00 Telephone \$75.00 Fuel Allowance \$120.00				
Ledger: 00101420100 Telephone				
Ledger: 00101430910 Fuel Allowance				
70478	11/7/2023	1156	WEX BANK	\$900.72
Invoice: 92670063 EH/OLTC/ PH- fuel \$900.72				
Ledger: 01117430900 Vehicle Maintenance/Fue \$556.61 PH				
Ledger: 01133430900 Vehicle Maintenance/Fue \$215.34 OLTC				
Ledger: 01137430900 Vehicle Maintenance/Fue \$128.77 EH				
70479	11/7/2023	641	Zenaída Macias	\$200.00
Invoice: October 2023 URHN Facilitator \$200.00				
Ledger: 01117465040 URHN Expenses \$200.00 URHN Facilitator				

Total Of Checks: \$278,560.52 Approved on (Date)

Approved by:

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

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	11/07/23	67043-67063	41,889.75
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
CHILD SUPPORT			
LEAP:			
OAP:			
ADMIN			
WORK PROGRAM			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	11/07/23	8641-8651	12,274.50

COUNTY OF PROWERS)

I, RON COOK, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$54,164.25 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

November 7, 2023 GRAND TOTAL \$ 54,164.25

11-3-2023 DATE  
11-3-2023 DATE  
11-3-2023 DATE

CHAIRMAN  
COMMISSIONER  
COMMISSIONER

11/2/23 DATE  
DIRECTOR

\$1,070,056.42  
BALANCE AS OF 11/2/23

HOTLINE COUNTY CONNECTION CENTER  
PAYROLL CERTIFICATION  
MONTH: NOVEMBER 2023

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE			
OPERATING	11/07/23	3873-3876	6,138.78

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 \$6,138.78 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

November 7, 2023 GRAND TOTAL \$ 6,138.78

11-3-2023 Ron Cook CHAIRMAN  
DATE  
11-3-2023 Wendy J. Buxton-Andrade COMMISSIONER  
DATE  
11-3-2023 Thomas J. Hancock COMMISSIONER

11/2/23 DATE  
Wendy J. Buxton-Andrade DIRECTOR

BALANCE AS OF 11/2/23 \$540,957.06

# PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: November 7, 2023

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:  
Mindy Maestas

SALARY	<u></u>	<u></u>
FRINGE	<u></u>	<u></u>
OPERATING	<u>67043-67063</u>	<u>41,889.75</u>
WHC SALARY	<u></u>	<u></u>
WHC FRINGE	<u></u>	<u></u>
WHC OPERATING	<u>8641-8651</u>	<u>12,274.50</u>

TOTAL: \$ 54,164.25

Information Only  
VOIDED CHECKS #'s:

  
Lanie Mireles, Director

# PROWERS COUNTY DEPT. OF SOCIAL SERVICES

## Invoice Register (By Expense Account)

Invoice Number / Line Description <b>EXPENSE ACCOUNT: CHILD WELFARE</b>	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.11.2.23 CONTRACT - NOV 2023	PROWERS COUNTY PUBLIC HEALTH	11/02/23		
			INVOICE AD.11.2.23 TOTAL:	\$3,485.74
				<b>\$3,485.74</b>
AD.11.2.23 CONTRACTS	DAVID ANDERSON LAW, LLC	11/02/23		\$8,389.10
CONTRACTS				\$1,857.50
CONTRACTS				\$1,795.15
			INVOICE AD.11.2.23 TOTAL:	<b>\$12,041.75</b>
AD.11.2.23 AUTO SUPPLIES	NAPA AUTO PARTS	11/02/23		\$17.98
			INVOICE AD.11.2.23 TOTAL:	<b>\$17.98</b>
AD.11.2.23 CLIENT CHARGE	CAPITAL ONE	11/02/23		\$116.15
			INVOICE AD.11.2.23 TOTAL:	<b>\$116.15</b>
AD.11.2.23 AUTO SUPPLIES	SOUTHEAST DEVELOPMENT	11/02/23		\$135.00
			INVOICE AD.11.2.23 TOTAL:	<b>\$135.00</b>
AD.11.02.23 FINGERPRINTS	FIRST NATIONAL BANK OMAHA	11/02/23		\$175.50
OFFICE SUPPLIES				\$50.77
CLIENT CHARGE				\$23.49
			INVOICE AD.11.02.23 TOTAL:	<b>\$249.76</b>
AD.11.2.23 COMM SERVICES	VERIZON WIRELESS	11/02/23		\$352.17
			INVOICE AD.11.2.23 TOTAL:	<b>\$352.17</b>
AD.11.2.23 NON-EMPLOYEE TRAVEL	PIT STOP	11/02/23		\$66.20
AUTO SUPPLIES				\$103.89
			INVOICE AD.11.2.23 TOTAL:	<b>\$170.09</b>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<b>\$16,568.64</b>
AD.11.2.23 AUTO SUPPLIES	WEX BANK	11/02/23		\$26.04
			INVOICE AD.11.2.23 TOTAL:	<b>\$26.04</b>
AD.11.02.23 TRAVEL	FIRST NATIONAL BANK OMAHA	11/02/23		\$228.97

AD.11.02.2023 AUTO SUPPLIES	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.02.23 TOTAL:	<u>\$228.97</u>
				\$52.26
			INVOICE AD.11.02.2023 TOTAL:	<u>\$52.26</u>
AD.11.2.23 COMM SERVICES	VERIZON WIRELESS	11/02/23		\$86.52
			INVOICE AD.11.2.23 TOTAL:	<u>\$86.52</u>
AD.11.2.23 AUTO SUPPLIES	PIT STOP	11/02/23		\$84.06
			INVOICE AD.11.2.23 TOTAL:	<u>\$84.06</u>
			EXPENSE ACCOUNT 444.1220 TOTAL:	<u>\$477.85</u>
<b>EXPENSE ACCOUNT: NEW CASE WORKER</b>				
AD.11.2.23 COMM SERVICES	VERIZON WIRELESS	11/02/23		\$100.88
			INVOICE AD.11.2.23 TOTAL:	<u>\$100.88</u>
AD.11.2.23 AUTO SUPPLIES	PIT STOP	11/02/23		\$131.67
			INVOICE AD.11.2.23 TOTAL:	<u>\$131.67</u>
			EXPENSE ACCOUNT 444.1579 TOTAL:	<u>\$232.55</u>
<b>EXPENSE ACCOUNT: CMP</b>				
AD.11.2.23 CMP - CLIENT	PROWERS COUNTY EXTENSION	11/02/23		\$97.10
			INVOICE AD.11.2.23 TOTAL:	<u>\$97.10</u>
AD.11.2.23 CMP - CLIENT	HIGH PLAINS COMMUNITY	11/02/23		\$134.08
			INVOICE AD.11.2.23 TOTAL:	<u>\$134.08</u>
AD.11.02.2023 CONF REGISTRATION	FIRST NATIONAL BANK OMAHA	11/02/23		\$150.00
			INVOICE AD.11.02.2023 TOTAL:	<u>\$150.00</u>
			EXPENSE ACCOUNT 444.1597 TOTAL:	<u>\$381.18</u>
<b>EXPENSE ACCOUNT: CORE</b>				
AD.11.2.23 AUTO SUPPLIES	WEX BANK	11/02/23		\$50.14
			INVOICE AD.11.2.23 TOTAL:	<u>\$50.14</u>
AD.11.2.23 OFFICE SUPPLIES	OFFICE DEPOT	11/02/23		\$63.26
			INVOICE AD.11.2.23 TOTAL:	<u>\$63.26</u>
AD.11.2.23 AUTO SUPPLIES	PIT STOP	11/02/23		\$104.35
			INVOICE AD.11.2.23 TOTAL:	<u>\$104.35</u>
			EXPENSE ACCOUNT 444.1700 TOTAL:	<u>\$217.75</u>



**EXPENSE ACCOUNT: CORE 100%**

AD.11.2.23	OFFICE SUPPLIES	OFFICE DEPOT	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$13.49</u> <b>\$13.49</b>
AD.11.2.23	UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$78.56</u> <u>\$19.64</u> <b>\$98.20</b>
				EXPENSE ACCOUNT 444.1800 TOTAL:	<u>\$111.69</u>

**EXPENSE ACCOUNT: ECC**

AD.11.2.23	ECC - CONTRACT	LISA FARMER	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$187.50</u> <b>\$187.50</b>
AD.11.02.2023	SUPPLIES	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.02.2023 TOTAL:	<u>\$106.00</u> <b>\$106.00</b>
AD.11.2.23	ECC - DATA PACKAGE	VERIZON WIRELESS	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$130.01</u> <b>\$130.01</b>
				EXPENSE ACCOUNT 444.1973 TOTAL:	<u>\$423.51</u>

**EXPENSE ACCOUNT: CHILD MAL TREATMENT**

AD.11.2.23	FACILITATION	MEANINGFUL COLLABORATION LLC	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$2,000.00</u> <b>\$2,000.00</b>
AD.11.2.23	GIFT CARDS	CAPITAL ONE	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$1,000.00</u> <b>\$1,000.00</b>
AD.11.02.2023	GIFT CARDS	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.02.2023 TOTAL:	<u>\$200.00</u> <u>\$95.16</u> <b>\$295.16</b>
	MEETING			EXPENSE ACCOUNT 444.1974 TOTAL:	<u>\$3,295.16</u>

**EXPENSE ACCOUNT: ECC SHINES**

AD.11.2.23	ECC SHINES - CONTRACT	LISA FARMER	11/02/23	INVOICE AD.11.2.23 TOTAL:	<u>\$225.00</u> <b>\$225.00</b>
AD.11.02.2023	SUPPLIES	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.02.2023 TOTAL:	<u>\$314.09</u> <b>\$314.09</b>
				EXPENSE ACCOUNT 444.1975 TOTAL:	<u>\$539.09</u>

**EXPENSE ACCOUNT: ECC/CCR**

AD.11.2.23  
CONTRACT

LISA FARMER

11/02/23

INVOICE AD.11.2.23 TOTAL: \$225.00  
EXPENSE ACCOUNT 444.1976 TOTAL: \$225.00

**EXPENSE ACCOUNT: TANF FRAUD**

AD.11.02.23  
BOOKS/SUBSCRIPTION

FIRST NATIONAL BANK OMAHA

11/02/23

INVOICE AD.11.02.23 TOTAL: \$119.94  
EXPENSE ACCOUNT 444.4125 TOTAL: \$119.94

**EXPENSE ACCOUNT: TANF**

AD.11.02.23  
TUITION

FIRST NATIONAL BANK OMAHA

11/02/23

INVOICE AD.11.02.23 TOTAL: \$13.98

AD.11.2.23  
OFFICE SUPPLIES

OFFICE DEPOT

11/02/23

INVOICE AD.11.2.23 TOTAL: \$76.27

AD.11.2.23  
DESTRUCTION OF RECORDS

MOBILE RECORD SHREDDERS

11/02/23

INVOICE AD.11.2.23 TOTAL: \$54.80  
EXPENSE ACCOUNT 444.4200 TOTAL: \$145.05

**EXPENSE ACCOUNT: FS FRAUD**

AD.11.02.23  
BOOKS/SUBSCRIPTION  
DUES/MEMBERSHIPS

FIRST NATIONAL BANK OMAHA

11/02/23

INVOICE AD.11.02.23 TOTAL: \$119.94  
EXPENSE ACCOUNT 444.4400 TOTAL: \$140.25

**EXPENSE ACCOUNT: SECURITY GRANT**

AD.11.2.23  
SECURITY SERVICE

GREAT PLAINS SECURITY

11/02/23

INVOICE AD.11.2.23 TOTAL: \$6,640.00  
EXPENSE ACCOUNT 444.5400 TOTAL: \$6,640.00

**EXPENSE ACCOUNT: EMPLOYMENT FIRST**

AD.11.2.23  
AUTO SUPPLIES

WEX BANK

11/02/23

INVOICE AD.11.2.23 TOTAL: \$37.76

AD.11.02.23  
OFFICE SUPPLIES

FIRST NATIONAL BANK OMAHA

11/02/23

INVOICE AD.11.02.23 TOTAL: \$21.84

EXPENSE ACCOUNT: ADMIN			EXPENSE ACCOUNT 444.6300 TOTAL:	\$59.60
AD.11.2.23	LISA FARMER	11/02/23		
CONTRACT				
			INVOICE AD.11.2.23 TOTAL:	\$2,662.50
AD.11.2.23	OFFICE DEPOT	11/02/23		\$2,662.50
OFFICE SUPPLIES				\$156.90
OFFICE SUPPLIES				\$60.71
OFFICE SUPPLIES				\$39.08
OFFICE SUPPLIES				\$49.99
			INVOICE AD.11.2.23 TOTAL:	\$306.68
AD.11.2.23	KERR CONSULTING & SUPPORT	11/02/23		
CONTRACTS				
			INVOICE AD.11.2.23 TOTAL:	\$63.34
AD.11.2.23	SOUTHEAST DEVELOPMENT	11/02/23		\$45.00
AUTO SUPPLIES				\$45.00
			INVOICE AD.11.2.23 TOTAL:	\$45.00
AD.11.02.23	FIRST NATIONAL BANK OMAHA	11/02/23		\$10.20
POSTAGE				\$21.84
OFFICE SUPPLIES				\$10.28
BOOKS/SUBSCRIPTION				\$145.70
OFFICE SUPPLIES				\$239.70
COMM SERVICES				\$435.33
REGISTRATION FEE				\$863.05
			INVOICE AD.11.02.23 TOTAL:	\$863.05
AD.11.2.23	VERIZON WIRELESS	11/02/23		\$130.89
COMM SERVICES				\$130.89
			INVOICE AD.11.2.23 TOTAL:	\$130.89
			EXPENSE ACCOUNT 444.7000 TOTAL:	\$4,071.46
EXPENSE ACCOUNT: CHILD SUPPORT				
AD.11.2.23	WEX BANK	11/02/23		\$147.58
AUTO SUPPLIES				\$147.58
			INVOICE AD.11.2.23 TOTAL:	\$147.58
AD.11.2.23	OFFICE DEPOT	11/02/23		\$56.86
OFFICE SUPPLIES				\$56.86
			INVOICE AD.11.2.23 TOTAL:	\$56.86
AD.11.2.23	DAVID ANDERSON LAW, LLC	11/02/23		\$4,089.40
CONTRACTS				\$4,089.40
			INVOICE AD.11.2.23 TOTAL:	\$4,089.40
AD.11.02.23	FIRST NATIONAL BANK OMAHA	11/02/23		\$14.83
OFFICE SUPPLIES				\$609.00
TRAVEL				\$623.83
			INVOICE AD.11.02.23 TOTAL:	\$623.83

<b>EXPENSE ACCOUNT: COUNTY ONLY</b>			EXPENSE ACCOUNT 444.8000 TOTAL:	\$4,917.67
AD.11.2.23	MOBILE RECORD SHREDDERS	11/02/23		
COUNTY ONLY				
			INVOICE AD.11.2.23 TOTAL:	\$20.00
				\$20.00
AD.11.02.2023	FIRST NATIONAL BANK OMAHA	11/02/23		
COUNTY ONLY			INVOICE AD.11.02.2023 TOTAL:	\$418.79
			EXPENSE ACCOUNT 444.9000 TOTAL:	\$438.79
<b>EXPENSE ACCOUNT: WHC</b>				
AD.11.2.23	KERR CONSULTING & SUPPORT	11/02/23		
WHC - CYMA			INVOICE AD.11.2.23 TOTAL:	\$63.33
			EXPENSE ACCOUNT 444.9005 TOTAL:	\$63.33
				\$63.33
<b>EXPENSE ACCOUNT: ANSCHUTZ</b>				
AD.11.02.2023	FIRST NATIONAL BANK OMAHA	11/02/23		
GED TESTS			INVOICE AD.11.02.2023 TOTAL:	\$26.40
			EXPENSE ACCOUNT 444.9013 TOTAL:	\$26.40
				\$26.40
<b>EXPENSE ACCOUNT: H3C</b>				
AD.11.2.23	LISA FARMER	11/02/23		
H3C - CONTRACT			INVOICE AD.11.2.23 TOTAL:	\$500.00
			EXPENSE ACCOUNT 444.9015 TOTAL:	\$500.00
				\$500.00
<b>EXPENSE ACCOUNT: MATHEMATICA</b>				
AD.11.02.2023	FIRST NATIONAL BANK OMAHA	11/02/23		
MEETING			INVOICE AD.11.02.2023 TOTAL:	\$900.00
			EXPENSE ACCOUNT 444.9016 TOTAL:	\$900.00
				\$900.00
<b>EXPENSE ACCOUNT: FAMILY VOICE</b>				
AD.11.2.23	RAYMOND MATTESON	11/02/23		
FAMILY PARTICIPATION			INVOICE AD.11.2.23 TOTAL:	\$25.00
			EXPENSE ACCOUNT 444.9018 TOTAL:	\$25.00
				\$25.00
<b>EXPENSE ACCOUNT: FATHERHOOD</b>				
AD.11.2.23	LISA FARMER	11/02/23		
FATHERHOOD - CONTRACT			INVOICE AD.11.2.23 TOTAL:	\$200.00
			EXPENSE ACCOUNT 444.9018 TOTAL:	\$200.00
				\$200.00
AD.11.2.23	FIRST NATIONAL BANK OMAHA	11/02/23		

MEALS SUPPLIES					\$503.74 \$151.71 <u>\$655.45</u>
AD.11.2.23 CELL PHONE/JET PACK	VERIZON WIRELESS	11/02/23	INVOICE AD.11.2.23 TOTAL:		
			INVOICE AD.11.2.23 TOTAL:		\$90.98 <u>\$90.98</u>
			EXPENSE ACCOUNT 444.9086 TOTAL:		<u>\$946.43</u>
EXPENSE ACCOUNT: ILLUMINATE					
AD.11.2.23 MEALS	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.2.23 TOTAL:		\$282.63 <u>\$282.63</u>
			EXPENSE ACCOUNT 444.9087 TOTAL:		<u>\$282.63</u>
EXPENSE ACCOUNT: MEDICAID INCENTIVES					
AD.11.02.2023 MEDICAID INCENTIVES	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.02.2023 TOTAL:		\$140.78 <u>\$140.78</u>
			EXPENSE ACCOUNT 444.9401 TOTAL:		<u>\$140.78</u>
			REPORT TOTAL:		<u><u>\$41,889.75</u></u>

# Welcome Home Center

## Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.11.2.23 FOOD SUPPLIES	CAPITAL ONE	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$3,143.13 \$22.45 <b>\$3,165.58</b>
AD.11.2.23 AUTO SUPPLIES	WALLACE GAS & OIL, INC.	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$78.55 <b>\$78.55</b>
AD.11.2.23 SUPPLIES	DISCOUNT SCHOOL SUPPLY	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$484.99 <b>\$484.99</b>
AD.11.2.23 UTILITIES	ATMOS ENERGY	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$77.89 <b>\$77.89</b>
AD.11.2.23 WHC - TELEPHONE HEAD START - TELEPHONE	CENTURY LINK	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$176.48 \$173.09 <b>\$349.57</b>
AD.11.2.23 INTERNET	SECOM	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$127.13 <b>\$127.13</b>
AD.11.2.23 MAINTENANCE	ADAMS & SONS, INC.	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$105.00 <b>\$105.00</b>
AD.11.2.23 MAINTENANCE	ART'S LOCK SERVICE	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$300.00 <b>\$300.00</b>
AD.11.2.23 FOOD	US FOODSERVICE	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$3,302.76 <b>\$3,302.76</b>
AD.11.2.23 UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$2,187.63 <b>\$2,187.63</b>
AD.11.2.23 FOOD SUPPLIES FINGERPRINTS	FIRST NATIONAL BANK OMAHA	11/02/23	INVOICE AD.11.2.23 TOTAL:	\$716.87 \$979.83 \$36.55



	\$154.15
	\$208.00
INVOICE AD.11.2.23 TOTAL:	<u>\$2,095.40</u>
EXPENSE ACCOUNT 444.9005 TOTAL:	<u>\$12,274.50</u>
REPORT TOTAL:	<u><u>\$12,274.50</u></u>

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: November 7, 2023

HOTLINE COUNTY CONNECTION CENTER FUND

Prepared by:  
Mindy Maestas

H3C SALARY	<u></u>	<u></u>
H3C FRINGE	<u></u>	<u></u>
H3C OPERATING	<u>3873-3876</u>	<u>6,138.78</u>

TOTAL: \$ 6,138.78

Information Only

VOIDED CHECKS #'s:

  
Lanie Mireles, Director

## H3C

## Invoice Register (By Expense Account)

Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
<b>EXPENSE ACCOUNT: 42011</b>				
AD.11.2.23 IT SUPPORT	KERR CONSULTING	11/02/23		\$63.33
			INVOICE AD.11.2.23 TOTAL:	<u>\$63.33</u>
AD.11.2.23 ITS SUPPORT - NOV 2023	PROWERS COUNTY	11/02/23		\$2,607.19
			INVOICE AD.11.2.23 TOTAL:	<u>\$2,607.19</u>
			EXPENSE ACCOUNT 42011 TOTAL:	<u>\$2,670.52</u>
<b>EXPENSE ACCOUNT: 42060</b>				
AD.11.2.23 SCREENING	FIRST NATIONAL BANK OF OMAHA	11/02/23		\$4.00
			INVOICE AD.11.2.23 TOTAL:	<u>\$4.00</u>
			EXPENSE ACCOUNT 42060 TOTAL:	<u>\$4.00</u>
<b>EXPENSE ACCOUNT: 42540</b>				
AD.11.2.23 MAINTENANCE	GOBIN'S INC	11/02/23		\$119.18
			INVOICE AD.11.2.23 TOTAL:	<u>\$119.18</u>
			EXPENSE ACCOUNT 42540 TOTAL:	<u>\$119.18</u>
<b>EXPENSE ACCOUNT: 43010</b>				
AD.11.2.23 OFFICE SUPPLIES	FIRST NATIONAL BANK OF OMAHA	11/02/23		\$485.03
			INVOICE AD.11.2.23 TOTAL:	<u>\$485.03</u>
			EXPENSE ACCOUNT 43010 TOTAL:	<u>\$485.03</u>
<b>EXPENSE ACCOUNT: 43790</b>				
AD.11.2.23 EQUIPMENT	FIRST NATIONAL BANK OF OMAHA	11/02/23		\$2,149.84
			INVOICE AD.11.2.23 TOTAL:	<u>\$2,149.84</u>
			EXPENSE ACCOUNT 43790 TOTAL:	<u>\$2,149.84</u>
<b>EXPENSE ACCOUNT: 44010</b>				
AD.11.2.23 BLDG RENT - NOV 2023	PROWERS COUNTY	11/02/23		\$710.21
			INVOICE AD.11.2.23 TOTAL:	<u>\$710.21</u>
			EXPENSE ACCOUNT 44010 TOTAL:	<u>\$710.21</u>
			REPORT TOTAL:	<u><u>\$6,138.78</u></u>

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11-14-23

**Submitter:** Jana Coen, County Clerk

**Submitted to the County Administration Office on:** 11-6-23

**Return Originals to:** Jana Coen, County Clerk

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

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Acknowledgement by the BOCC for an Annual Liquor License Renewal Application for BPOE Lodge Elks for the USA Lodge No. 1319, License type: Club License (County).

**Justification or Background:** All appropriate paperwork submitted with App'l

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

N/A

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

APPLICANT ID: 214448

**Submit to Local Licensing Authority**

**BPOE LODGE ELKS FOR THE USA LODGE NO 1319  
 PO BOX 672  
 Lamar CO 81052**

Fees Due	
Renewal Fee	433.75
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 433.75</b>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Colorado Beer and Wine License Renewal Application

**Please verify & update all information below**

**Return to city or county licensing authority by due date**

Licensee Name BPOE LODGE ELKS FOR THE USA LODGE NO1319		Doing Business As Name (DBA) BPOE LODGE ELKS FOR THE USA LODGE NO 1319	
Liquor License # 09-16486-0000	License Type Club License (county)		
Sales Tax License Number 01501224	Expiration Date 12/31/2023	Due Date 11/16/2023	
Business Address SEC 18 & 19 RANGE 46 W Lamar CO 81052			Phone Number 7193367886
Mailing Address PO BOX 672 Lamar CO 81052		Email kipocweb1319@gmail.com	
Operating Manager Cary LoCosto	Date of Birth [REDACTED]	Home Address 6004 Hwy 50 West	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

APPLICANT ID: 214448

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Cary LaCost

Title

Secretary

Signature

[Signature]

Date

11-02-23

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.

Local Licensing Authority For

Prowers County

Date

11-6-2023

Signature

[Signature]

Title

Prowers County Clerk

Attest

[Signature]



## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:**

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 11/8

**Return Originals to:** Department of Human Services

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2024 and ending December 31, 2024 with Prowers County Department of Human Services and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.”

**Justification or Background:**

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

Estimated cost \$6,504.00.

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

MEMORANDUM OF UNDERSTANDING  
Between  
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES  
and  
PROWERS COUNTY HOTLINE COUNTY CONNECTION CENTER

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.

- a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Prowers County Department of Human Services is allocated four free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County Hotline County Connection Center has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Prowers County Department of Human Services, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Prowers County Department of Human Services will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County Hotline County Connection Center will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Prowers County Department of Human Services may request. Prowers County Department of Human Services will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Prowers County Department of Human Services per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	249
C/W Inquiries 70 Divided by 10	7
Total Estimated Reports	256
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	208
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 4,992.00
Estimated number of APS reports Jan 2024 – Dec 2024	63
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 1,512.00
Total Investment for Call Coverage services	\$ 6,504.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Prowers County Department of Human Services on a full-time basis. Full-time is defined as 7 days per week, 24

hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Prowers County Department of Human Services. Prowers County Department of Human Services will be responsible to complete a review of all information in the Trails Hotline Application (“THA”) and Trails to ensure appropriate disposition.

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

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

Prowers County Department of Human Services should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Prowers County Department of Human Services.

**GENERAL PROVISIONS:**

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Prowers County Department of Human Services shall immediately notify Prowers County Hotline County Connection Center should funding under this MOU fail to be appropriated in such instance, Prowers County Hotline County Connection Center may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

**Approving Entities**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Entity: \_\_\_\_\_

Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_



## **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:**

**Return Originals to:** Department of Human Services

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

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 202 and ending December 31, 2024 with the following counties: Bent, Cheyenne, Clear Creek, Delta, Dolores, Gilpin, Grand, Kit Carson, Kiowa, Lake, Lincoln, Mesa, Mineral-Rio Grande, Montrose, Phillips, Otero, Pueblo, and Yuma and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the documents.”

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

**Fiscal Impact:** This item is budgeted in the following account code:  
Estimated revenue in the amount of \$5,428.00.

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \_\_\_\_\_ Other:

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**BENT COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	106
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	108
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	60
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 1,440.00
Estimated number of APS reports Jan 2024 – Dec 2024	40
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 960.00
Total Investment for Call Coverage services	\$ 2,400.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN BENT COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

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

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

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

#### GENERAL RESPONSIBILITIES OF BENT COUNTY:

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

#### GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Bent County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: Jean Sykes  
Name: Jean Sykes  
Title: Commissioner  
Entity: Bent County

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed  
Name: Ann M Williams by Ann M Williams  
Title: Williams Date: 2023.10.12  
Entity: \_\_\_\_\_ 14:41:14 -06'00'

**Approving Entities**

Signed: Jonna Parker  
Name: Jonna Parker  
Title: Director  
Entity: Bent County Social Services

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CHEYENNE COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	17
C/W Inquiries 10 Divided by 10	1
Total Estimated Reports	18
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-30
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	5
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

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

**JOINT RESPONSIBILITIES SHARED BETWEEN CHEYENNE COUNTY AND PROWERS COUNTY HCCC:**

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

**GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:**

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Cheyenne County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Cheyenne County. Cheyenne County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Cheyenne County. Cheyenne County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

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

#### GENERAL RESPONSIBILITIES OF CHEYENNE COUNTY:

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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Cheyenne County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: Jane Tallman  
Name: Jane Tallman  
Title: DHS Director  
Entity: Cheyenne County

**State Confirmation**

**Approving Entities**

Signed: [Signature]  
Name: [Signature]  
Title: [Signature]  
Entity: [Signature]

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed  
Name: Ann M Williams by Ann M  
Title: Williams Date: 2023.10.31  
Entity: \_\_\_\_\_ 14:19:47 -06'00'

MEMORANDUM OF UNDERSTANDING  
Between  
CLEAR CREEK COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	111
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	113
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	65
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 1,560.00
Estimated number of APS reports Jan 2024 – Dec 2024	20
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 480.00
Total Investment for Call Coverage services	\$ 2,040.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN CLEAR CREEK COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Clear Creek County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Clear Creek County. Clear Creek County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Clear Creek County. Clear Creek County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.



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

#### GENERAL RESPONSIBILITIES OF CLEAR CREEK COUNTY:

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

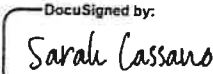
#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.



4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Clear Creek County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

DocuSigned by:  
  
 Signed: Sarah Cassano  
 Name: Sarah Cassano  
 Title: Director of Human Services  
 Entity: Clear Creek County DHS

**Approving Entities**

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
 Signed: Ann M Williams Digitally signed by  
 Name: Williams Ann M Williams  
 Date: 2023.10.11  
 Title: 13:39:23 -06'00'  
 Entity: \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

Between  
DELTA COUNTY  
and  
PROWERS COUNTY

## INTRODUCTION:

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

## PURPOSE:

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

## TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	556
C/W Inquiries 300 Divided by 10	30
Total Estimated Reports	586
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	538
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 12,912.00
Estimated number of APS reports Jan 2024 – Dec 2024	300
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 7,200.00
Total Investment for Call Coverage services	\$ 20,112.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN DELTA COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

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

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

#### GENERAL RESPONSIBILITIES OF DELTA COUNTY:

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

#### GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Delta County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: *Anne Gallegos*  
Name: Anne Gallegos  
Title: Director of Human Services  
Entity: Delta County Human Services

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed by  
Name: Williams Ann M Williams  
Title: Williams Date: 2023.10.20  
Entity: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**DOLORES COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	51
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	51
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	3
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 72.00
Estimated number of APS reports Jan 2024 – Dec 2024	14
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 336.00
Total Investment for Call Coverage services	\$ 408.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN DOLORES COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Dolores County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Dolores County. Dolores County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Dolores County. Dolores County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

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

#### GENERAL RESPONSIBILITIES OF DOLORES COUNTY:

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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Dolores County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: Malynda Evans  
Name: Malynda Evans  
Title: Director  
Entity: Dolores County Social Services

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed by  
Name: Williams Ann M Williams  
Title: \_\_\_\_\_ Date: 2023.10.13  
Entity: \_\_\_\_\_ 08:26:44 -06'00'

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GILPIN COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	56
C/W Inquiries 40 Divided by 10	4
Total Estimated Reports	60
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	12
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 288.00
Estimated number of APS reports Jan 2024 – Dec 2024	16
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 384.00
Total Investment for Call Coverage services	\$ 672.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN GILPIN COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gilpin County.
2. After-hour is defined as from 4pm to 8am Monday through Thursday and from 4pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Gilpin County. Gilpin County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gilpin County's Trails Inbox. HCCC will notify Gilpin County of a

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

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

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

#### GENERAL RESPONSIBILITIES OF GILPIN COUNTY

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

#### GENERAL PROVISIONS

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



5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Gilpin County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: [Signature]  
Name: Taney Barker  
Title: Director  
Entity: Gilpin County Human Services

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed by  
Name: Williams Ann M Williams  
Title: \_\_\_\_\_ Date: 2023.10.12  
Entity: \_\_\_\_\_ 14:44:16 -06'00'

**Approving Entities**

Signed: [Signature]  
Name: Paige Sons  
Title: Child & Adult Protection Program Manager  
Entity: Gilpin County Human Services

# MEMORANDUM OF UNDERSTANDING

Between  
GRAND COUNTY  
and  
PROWERS COUNTY

## INTRODUCTION:

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

## PURPOSE:

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

## TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	158
C/W Inquiries 50 Divided by 10	5
Total Estimated Reports	163
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	115
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 2,760.00
Estimated number of APS reports Jan 2024 – Dec 2024	23
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 552.00
Total Investment for Call Coverage services	\$ 3,312.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN GRAND COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

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

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

#### GENERAL RESPONSIBILITIES OF GRAND COUNTY:

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


#### GENERAL PROVISIONS:

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



5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Grand County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Richard Cimino  
Title: Chair GRAND  
Entity: Board of County Commissioners

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed  
Name: Williams by Ann M  
Title: Williams Williams  
Entity: \_\_\_\_\_  
Date: 2023.10.24  
11:49:37 -06'00'



**BOARD OF COUNTY COMMISSIONERS**  
KIT CARSON COUNTY  
PO BOX 160  
BURLINGTON CO 80807-0160  
kccadmin@kitcarsoncounty.org  
PH: 719-346-8133 (150)  
FX: 719-346-7242

<sup>10/18/23</sup>  
<sup>DHS</sup>  
**Stan Hitchcock,**  
District 1 Commissioner  
**Cory Wall,**  
District 2 Commissioner  
**David L. Hornung,**  
District 3 Commissioner

DATE: October 18, 2023

Fund: Human Services  
Department: 104 Child Welfare and 109 Adult Protection

DESCRIPTION: This MOU is a partnership between Prowers County and Kit Carson County for Prowers County to manage and administer calls to the hotline regarding persons that reside in Kit Carson County. Prowers County, through its Hotline County Connection Center (HCCC) agrees to answer and process Child Welfare related and Adult Protection related hotline calls on behalf of Kit Carson County. The costs for this service is based on estimated reports. Kit Carson County is allocated 12 free reports each quarter.

Estimated Child Welfare Cost: \$1,728  
Estimated Adult Protection Cost: \$696  
Estimated Total Cost: \$2,424

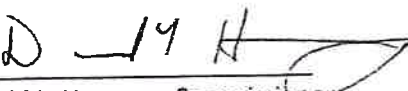
Effective: January 1, 2024 to December 31, 2024

Must be signed in blue ink.

Copies: 1

Signature –

  
Cory Wall, Chairman

  
David L. Hornung, Commissioner

  
Stan Hitchcock, Commissioner

---



MEMORANDUM OF UNDERSTANDING  
Between  
KIT CARSON COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	116
C/W Inquiries 40 Divided by 10	4
Total Estimated Reports	120
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	72
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 1,728.00
Estimated number of APS reports Jan 2024 – Dec 2024	29
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 696.00
Total Investment for Call Coverage services	\$ 2,424.00

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

**JOINT RESPONSIBILITIES SHARED BETWEEN KIT CARSON COUNTY AND PROWERS COUNTY HCCC:**

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

**GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:**

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Kit Carson County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Kit Carson County. Kit Carson County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Kit Carson County. Kit Carson County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

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

#### GENERAL RESPONSIBILITIES OF KIT CARSON COUNTY:

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

#### GENERAL PROVISIONS:

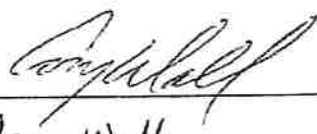
1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Kit Carson County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### Approving Entities

Signed:   
Name: Cory Wall  
Title: Chairman  
Entity: Kit Carson County

#### State Confirmation

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed  
Name: Williams by Ann M  
Title: Williams Date: 2023.10.31  
Entity: \_\_\_\_\_ 14:05:54 -06'00'



MEMORANDUM OF UNDERSTANDING  
Between  
KIOWA COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	17
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	17
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	-31
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 – Dec 2024	4
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN KIOWA COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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



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

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

#### GENERAL RESPONSIBILITIES OF KIOWA COUNTY:


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

#### GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Kiowa County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Dennis Pearson  
Title: Director  
Entity: Kiowa City DHS

**State Confirmation**

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed  
Name: Williams by Ann M  
Title: Williams Williams  
Entity: \_\_\_\_\_  
Date: 2023.10.10  
14:12:19 -06'00'

MEMORANDUM OF UNDERSTANDING  
between  
LAKE COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for a period of 12 months ending December 31, 2024.
  - b. The Parties shall notify each other at least 30 days prior to expiration of the MOU if they wish to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel this MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, ten (10) Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Lake County is allocated twelve (12) free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	182
C/W Inquiries 40 Divided by 10	4
Total Estimated Reports	186
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	138
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 3,312.00
Estimated number of APS reports Jan 2024 – Dec 2024	24
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 576.00
Total Investment for Call Coverage services	\$ 3,888.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN LAKE COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Lake County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Lake County. Lake County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Lake County. Lake County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Lake County's Trails Inbox. HCCC will notify Lake County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Lake County to check the pending queue and manage the final disposition of all records.

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

#### GENERAL RESPONSIBILITIES OF LAKE COUNTY:

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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for



2025 providing for payment of such obligations. Lake County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.

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

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_  
Signed: **Ann M** Digitally signed by  
Name: **Williams** Ann M Williams  
Title: \_\_\_\_\_ Date: 2023.10.20  
Entity: \_\_\_\_\_ 13:27:25 -06'00'



# MEMORANDUM OF UNDERSTANDING

Between  
LINCOLN COUNTY  
and  
PROWERS COUNTY

## INTRODUCTION:

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

## PURPOSE:

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

## TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	98
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	100
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	52
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 1,248.00
Estimated number of APS reports Jan 2024 – Dec 2024	24
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 576.00
Total Investment for Call Coverage services	\$ 1,824.00

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

**JOINT RESPONSIBILITIES SHARED BETWEEN LINCOLN COUNTY AND PROWERS COUNTY HCCC:**

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

**GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:**

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Lincoln County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Lincoln County. Lincoln County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Lincoln County. Lincoln County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

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

#### GENERAL RESPONSIBILITIES OF LINCOLN COUNTY:


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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Lincoln County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Andrew Lorenzen  
Title: Director  
Entity: Lincoln County DHS

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed  
Name: Williams by Ann M  
Title: Williams Date: 2023.10.12  
Entity: \_\_\_\_\_ 14:49:56 -06'00'

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**MESA COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	386
C/W Inquiries 180 Divided by 10	18
Total Estimated Reports	404
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	356
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 8,544.00
Estimated number of APS reports Jan 2024 – Dec 2024	5
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 120.00
Total Investment for Call Coverage services	\$ 8,664.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN MESA COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

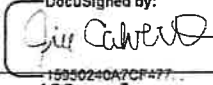
1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Mesa County.
2. After-hour is defined as from 9:30 pm to 8 am Monday through Thursday and from 9:30 pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Mesa County. Mesa County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Mesa County's Trails Inbox. HCCC will notify Mesa County of a referral





5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Mesa County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:    
DocuSigned by: 15950240A7CF477  
 Name: Jill Calvert  
 Title: MCDHS Executive Director  
 Entity: Mesa County

**Approving Entities**

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
 Signed: Ann M Williams Digitally signed by Ann M Williams  
 Name: Williams Date: 2023.10.10 08:52:00 -06'00'  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
Between  
MINERAL-RIO GRANDE COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	185
C/W Inquiries 90 Divided by 10	9
Total Estimated Reports	194
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	146
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 3,504.00
Estimated number of APS reports Jan 2024 – Dec 2024	68
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 1,632.00
Total Investment for Call Coverage services	\$ 5,136.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN MINERAL-RIO GRANDE COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Mineral-Rio Grande County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Mineral-Rio Grande County. Mineral-Rio Grande County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Mineral-Rio Grande County. Mineral-Rio Grande County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.



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

#### GENERAL RESPONSIBILITIES OF MINERAL-RIO GRANDE COUNTY:

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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.

3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Mineral-Rio Grande County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: Jody Kern  
Name: Jody Kern  
Title: Director  
Entity: Rio Grande Immune DSS

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_ Digitally signed \_\_\_\_\_  
Signed: Ann M by Ann M  
Name: Williams Williams  
Title: \_\_\_\_\_ Date: 2023.10.10  
Entity: \_\_\_\_\_ 08:45:29 -06'00'



Between  
MONTROSE COUNTY  
and  
PROWERS COUNTY

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective August 1, 2023 for the period of 12 months, ending July 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Montrose County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.

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

Estimated number of Child Abuse/Neglect Reports Aug 2023 – July 2024	692
C/W Inquiries: 200; Divided by 10 per Other CW Formula	20
Total Estimated Reports	712
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	664
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 15,936.00
Estimated number of APS reports Aug 2023 – July 2024	123
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 2,952.00
Total Investment for Call Coverage services	\$ 18,888.00

6. The above table is an estimate only, and Montrose County will be billed quarterly for the actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

#### JOINT RESPONSIBILITIES SHARED BETWEEN MONTROSE COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

(pursuant to Volume 7 Rules). It will be the responsibility of Montrose County to check the pending queue and manage the final disposition of all records.

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

#### GENERAL RESPONSIBILITIES OF MONTROSE COUNTY:

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

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for

2025 providing for payment of such obligations. Montrose County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.

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

#### Approving Entities

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

#### Approving Entities

Signed: Sue Hansen  
Name: SUE HANSEN  
Title: Chair  
Entity: MONTROSE COUNTY

#### State Confirmation

Date: \_\_\_\_\_ Digitally signed by Ann M Williams  
Signed: Ann M Williams  
Name: Williams  
Title: \_\_\_\_\_ Date: 2023.10.20  
Entity: \_\_\_\_\_ 12:41:35 -06'00'

MEMORANDUM OF UNDERSTANDING  
Between  
PHILLIPS COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	49
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	49
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	1
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 24.00
Estimated number of APS reports Jan 2024 – Dec 2024	4
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 96.00
Total Investment for Call Coverage services	\$ 120.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN PHILLIPS COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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



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

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

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

#### GENERAL RESPONSIBILITIES OF PHILLIPS COUNTY:

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

#### GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Phillips County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: Lori Lundgren  
Name: Lori Lundgren  
Title: Director  
Entity: Phillips County DHS

**State Confirmation**

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

Date: \_\_\_\_\_  
Signed: Ann M Digitally signed by  
Name: Williams Ann M Williams  
Title: \_\_\_\_\_ Date: 2023.10.12  
Entity: \_\_\_\_\_ 13:25:12 -06'00'

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**OTERO COUNTY**  
**and**  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	430
C/W Inquiries 90 Divided by 10	9
Total Estimated Reports	439
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	391
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 9,384.00
Estimated number of APS reports Jan 2024 – Dec 2024	16
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 384.00
Total Investment for Call Coverage services	\$ 9,768.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN OTERO COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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



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

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

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

#### GENERAL RESPONSIBILITIES OF OTERO COUNTY:

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

#### GENERAL PROVISIONS:

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Otero County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed: Donna Rohde  
Name: Donna Rohde  
Title: Director  
Entity: Otero County DHS

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed by  
Name: Williams Ann M Williams  
Title: \_\_\_\_\_ Date: 2023.10.10  
Entity: \_\_\_\_\_ 08:47:00 -06'00'

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_



MEMORANDUM OF UNDERSTANDING  
Between  
PUEBLO COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	1,336
C/W Inquiries 300 Divided by 10	30
Total Estimated Reports	1,366
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	1,318
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 31,632.00
Estimated number of APS reports Jan 2024 – Dec 2024	321
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 7,704.00
Total Investment for Call Coverage services	\$ 39,336.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN PUEBLO COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Pueblo County.
2. After-hour is defined as from 4pm to 8am Monday through Thursday and from 4pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Pueblo County. Pueblo County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Pueblo County's Trails Inbox. HCCC will notify Pueblo County of a

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

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

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

#### GENERAL RESPONSIBILITIES OF PUEBLO COUNTY

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

#### GENERAL PROVISIONS

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Pueblo County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

#### Approving Entities

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_  
 Signed: **Ann M** ~~Digitally signed~~  
 Name: **Williams** ~~by Ann M~~  
 Title: **Williams** ~~Williams~~  
 Entity: \_\_\_\_\_  
 Date: 2023.10.10  
 14:16:04 -06'00'

MEMORANDUM OF UNDERSTANDING  
Between  
YUMA COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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



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

Estimated number of Child Abuse/Neglect Reports Jan 2024 - Dec 2024	25
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	25
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	-23
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2024 - Dec 2024	1
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

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

#### JOINT RESPONSIBILITIES SHARED BETWEEN YUMA COUNTY AND PROWERS COUNTY HCCC:

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

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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



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

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

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Yuma County while information is being entered into the THA or CAPS.

5. **Information and Referral (non-CW)** calls will be sent to Yuma County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Yuma County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Yuma County main Department of Human Services number. Yuma County can request a brief synopsis.

6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Yuma County, HCCC will transfer the call to an Yuma County on-call designee. If the Yuma County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.

7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Yuma County will confirm receipt and update in the THA.

a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.

b. Notification to Yuma County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF YUMA COUNTY

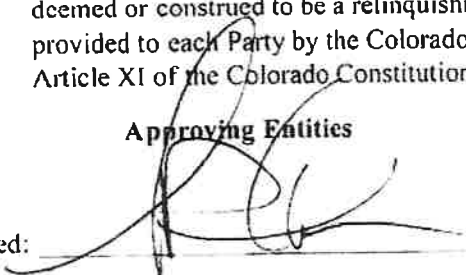
1. Yuma County will provide an updated list of on-call Yuma County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within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

#### GENERAL PROVISIONS

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Yuma County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Scott Weaver  
Title: Yuma County Commissioners-Chairman  
Entity: Yuma County Department of Human Services

**Approving Entities**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
Signed: Ann M Williams Digitally signed  
Name: Williams by Ann M  
Title: Williams Date: 2023.10.31  
Entity: \_\_\_\_\_ 14:43:47 -06'00'

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of 2023 Permit No. 2023-37, connected to 2023 Ambulance License No. 2023-3, for American Medical Response of Colorado, Inc. d/b/a MedTrans Ambulance Service valid for ambulance #218 through December 31, 2023.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** N/A

**Additional Approvals (if required):**

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

**THANK YOU!**

**COUNTY OF PROWERS**

**AMBULANCE PERMIT**

This permit expires: December 31, 2023.

Permit No. 2023-37

This is to certify that the American Medical Response of Colorado, Inc. d/b/a MedTrans Ambulance Service of 402 Elm Ave, Rocky Ford, Colorado has been granted Prowers County Ambulance License Number 2023-3 for the period January 1, 2023 through December 31, 2023, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

**Unit 218, 2014 FORD 2 Wheel Drive Ambulance Type II  
VIN # 1FDYR2CM6GKB45881**

Issued at Lamar, Colorado this 14th day of November 2023.

PROWERS COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Ron Cook, Chairman

ATTEST:

\_\_\_\_\_  
Jana Coen  
County Clerk

# PROWERS COUNTY EMERGENCY MEDICAL SERVICES

---

## APPLICATION

### AMBULANCE SERVICE LICENSE

Date of Application: 10-13-2023

Name of Ambulance Services: AMR of Colorado, Inc. Dba MedTrans Ambulance Service

Doing Business As: MedTrans Ambulance Service

Address: 402 Elm Ave. Rocky Ford Co. 81067

Name and Address of Each Stockholder or Partner owning 10% or more Of The Outstanding Stock Of The Company Or Having More Than A 10% Ownership Interest (if applicable):

Name, Address and Phone Number of Manager or Individual Responsible for The Operation of the Services:

Hannah Muth /R. David Cook

Operations

402 Elm Ave

Rocky Ford Co 81067

Main# (719)316-1400

Office# (719)316-1402

Cell#(719)691-9870

Fax# (719)316-1403

Email: [Ronald.cook@gmr.net](mailto:Ronald.cook@gmr.net)

What Area of Your County Will Be Served By This Company? Please Attach A Map Indicating the Service Area. Otero/Prowers/Crowley County

List All Location (Central Station And Sub Stations) where ambulances are to be located. Attach Zoning Authorization If Appropriate.

How Many Ambulances Do You Operate? (4) ALS Ambulances

If This Is An Initial Application (not a renewal application)

Attach A SEPARATE Permit Request For Each Ambulance.

Provide Name and Address of Your Insurance Carrier:

Name of Agent:

ATTACH A CERTIFICATE OF INSURANCE TO THIS APPLICATION.

**I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION.**

**DETERMINATION THAT AN AMBULANCE SERVICES LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION AND POSSIBLE CRIMINAL PROSECUTION.**

---

(For Office Use Only)

Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_/

Documents Checked:

Fee Paid or Excused: \_\_\_\_\_

Receipt #:

Remarks:

Approval Recommended (Y/N): \_\_\_\_\_

Date Referred to B.O.C.C. \_\_\_\_/\_\_\_\_/\_\_\_\_/



## PROWERS COUNTY APPLICATION FOR AMBULANCE VEHICLE PERMIT

---

DATE: 10-13-2023

NAME OF VEHICLE OWNER: AMR of Colorado, Inc DbA MedTrans Ambulance Service

NAME OF AMBULANCE SERVICE: MedTrans Ambulance Service

ADDRESS: 402 Elm Ave.

CITY: Rocky Ford STATE: Co ZIP: 81067

TELEPHONE NUMBER: (719)316-1400

DESCRIPTION OF AMBULANCE:

YEAR: 2014 MAKE: Ford MODEL (type): 2 4 WHEEL DRIVE(Y/N): NO

MANUFACTURERS IDENTIFICATION NUMBER (V.I.N.): 1FDYR2CM6GKB45881

COLORADO STATE LICENSE NUMBER (REGISTRATION NO.): NRQ-856

VEHICLE ID # 218

REGISTERED WITH THE STATE OF COLORADO AS AN EMERGENCY VEHICLE? (y/n): Y

DESCRIBE COLOR SCHEME, INSIGNIA, NAME, MONOGRAM AND OTHER DISTINGUISHING CHARACTERISTIC: White with MedTrans logo on sides

DATE AMBULANCE PLACED IN SERVICE: 10/11/19

NORMAL LOCATION OF AMBULANCE: Rocky Ford

INSURANCE COVERAGE ON THIS VEHICLE:

A. COMPANY:

B. AGENT:

C. BODILY INJURY: \$ \_\_\_\_\_ / \$

D. PROPERTY DAMAGE: \$ \_\_\_\_\_ / \$

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATIONS OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A PERMIT HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR PERMIT REVOCATION.

SIGNATURE OF APPLICANT R D W DATE: 10/12/23

Title: \_\_\_\_\_

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 12 DAY OF Oct, 2023. IN THE COUNTY OF Otero,  
STATE OF COLORADO.

SIGNATURE OF NOTARY: [Signature] My Commission Expires: 8/9/24  
(FOR OFFICE USE ONLY)

Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Documentation Verified:

Inspection Satisfactory (y/n): \_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Hold For:

Recommend Approval of Permit (y/n):

Comments:



Signature

\_\_\_\_\_  
Title

# COUNTY CERTIFICATE OF MOTOR VEHICLE CONDITION

DATE: 10 / 12 / 2023

The undersigned, professing to be motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the ambulance due to conditions beyond my control.

VEHICLE IDENTIFICATION NUMBER (V.I.N.): 1FDYR2CM6GKB45881

VEHICLE OWNER: AMR

## EVALUATION CHECK LIST

ITEMS	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Wheels & Tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand Brake	/		
Lights	/		
Electrical System	/		
Glass	/		
Exhaust System	/		
Fuel System	/		
Body & Sheet Metal	/		

MECHANIC:  
(SIGNATURE) *CMH*

AGENCY AMR Fleet, ADDRESS 4012 Elm Ave Rocky Ford

# COLORADO INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 22667  
 COMPANY ACE American Insurance Company  
☒ COMMERCIAL ☐ PERSONAL  
 POLICY NUMBER ISA H25578193  
 EFFECTIVE DATE 3/31/2023 EXPIRATION DATE 3/31/2024  
 YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER  
 FLEET

AGENCY/COMPANY ISSUING CARD  
 Aon Risk Services Central, Inc.  
 100 North 18th Street 15th Floor  
 Philadelphia PA 19103

INSURED (215) 255-2000  
 American Medical Response, Inc.  
 6363 S. Fiddlers Green Circle, 14th Floor  
 Greenwood Village CO 80111

BI and PD Coverage Provided  
 SEE IMPORTANT NOTICE ON REVERSE SIDE

CLAIMS TELEPHONE NUMBER: 866-409-2603

# COLORADO INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 22667  
 COMPANY ACE American Insurance Company  
☒ COMMERCIAL ☐ PERSONAL  
 POLICY NUMBER ISA H25578193  
 EFFECTIVE DATE 3/31/2023 EXPIRATION DATE 3/31/2024  
 YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER  
 FLEET

AGENCY/COMPANY ISSUING CARD  
 Aon Risk Services Central, Inc.  
 100 North 18th Street 15th Floor  
 Philadelphia PA 19103

INSURED (215) 255-2000  
 American Medical Response, Inc.  
 6363 S. Fiddlers Green Circle, 14th Floor  
 Greenwood Village CO 80111

BI and PD Coverage Provided  
 SEE IMPORTANT NOTICE ON REVERSE SIDE

CLAIMS TELEPHONE NUMBER: 866-409-2603

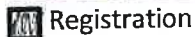


Also Serving Bent County and Kiowa County

## AMBULANCE INSPECTION FORM

YEAR: 2023

Date of Inspection: Oct 13, 2023 Time of Inspection: 9 AM  
Ambulance Service: Med Trans (AMR of Colorado)  
Location: 402 Elm Avenue, Rocky Ford, Co. 81067  
Mailing Address: Same as above  
Phone Number: 719-691-9870  
Unit #: 218 Chassis Make: Ford Type: 2 Chassis Year: 2014  
VIN #: 1FDYR2CM6GKB45881 License Plate #: NRG-856



Proof of Insurance

### Vehicle Emergency Systems / Crew and Occupant Safety

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Appropriate Markings / Appearance | <input checked="" type="checkbox"/> Tires   |
| <input checked="" type="checkbox"/> Emergency Warning Lights          | <input type="checkbox"/> Horn <u>no horn</u>  |
| <input checked="" type="checkbox"/> Siren / PA                        | <input checked="" type="checkbox"/> Heater / Air Conditioning   |
| <input checked="" type="checkbox"/> Backing Warning                   | <input checked="" type="checkbox"/> Adjustable Gurney   |
| <input checked="" type="checkbox"/> Headlights: Bright / Dim          | <input checked="" type="checkbox"/> Child Seat  |
| <input checked="" type="checkbox"/> Tail and Brake Lights             | <input checked="" type="checkbox"/> Safety Belts <input checked="" type="checkbox"/> Cab <input checked="" type="checkbox"/> Bench <input checked="" type="checkbox"/> Gurney |
| <input checked="" type="checkbox"/> Windshield Wipers                 | <input checked="" type="checkbox"/> No Smoking posted in the <u>front</u> and rear compartment  |
| <input checked="" type="checkbox"/> Turn Signal                       |   |

### Communications Equipment

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> To Dispatch                             | <input checked="" type="checkbox"/> Portable Radio (800 MHz) (Optional) |
| <input checked="" type="checkbox"/> To Medical Control / Receiving Facility | <input checked="" type="checkbox"/> Cell phones (Optional)              |

### Safety and Personal Protective Equipment

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Protective Eye Wear (2)   | <input checked="" type="checkbox"/> Spare-Batteries and Spare Bulbs  |
| <input checked="" type="checkbox"/> Gloves - Non-Latex Disposable (Multi Sizes)                           | <input checked="" type="checkbox"/> Fire Extinguishers (Minimum (2) 5lb ABC, charged with seals intact and current inspection tag) |
| <input checked="" type="checkbox"/> Masks - Non Sterile Surgical (2)                                      | <input checked="" type="checkbox"/> Cab <input checked="" type="checkbox"/> Patient Compartment                                    |
| <input checked="" type="checkbox"/> Masks - HEPA Universal (2)  | <input checked="" type="checkbox"/> ANSI/ISEA 107-2004 Class 2   |
| <input checked="" type="checkbox"/> Sharps Containers (2)   | <input checked="" type="checkbox"/> Safety Vests (2)   |
| <input checked="" type="checkbox"/> Patient Compartment <input checked="" type="checkbox"/> Portable Bags | <input checked="" type="checkbox"/> Triangular Warning Reflectors  |
| <input checked="" type="checkbox"/> Bio-Hazard (Red) Bags (6)   |  |
| <input checked="" type="checkbox"/> Flashlights (2) Rechargeable or battery operated                      |  |

## Diagnostic Equipment and Supplies

### BASIC LIFE SUPPORT

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Stethoscope<br><input checked="" type="checkbox"/> Glucometer<br><input checked="" type="checkbox"/> Blood Pressure Cuffs<br><input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Child <input checked="" type="checkbox"/> Infant<br><input checked="" type="checkbox"/> Pulse Oximeter<br><input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Pediatric Probes | <input checked="" type="checkbox"/> Thermometer (Optional)<br><input checked="" type="checkbox"/> Penlight<br><input checked="" type="checkbox"/> AED |
|---|---|

### ADVANCED LIFE SUPPORT

- ☒ Cardiac Monitor / Defibrillator (Down to 5 Joules)
- ☒ Defibrillator Electrode Patches   ☒ Adult   ☒ Pediatric
- ☒ Electrocardiograph Electrodes   ☒ Adult   ☒ Pediatric

## Obstetrical Supplies

- ☒ O.B. Kit (Towels, 4x4 dressing, umbilical tape or clamp, scissors, bulb syringe, sterile gloves and blanket) (O.B. Kit must be marked with date received-replaced every 5 years)
- ☒ Silver swaddler and stocking cap

## Medical Equipment and Supplies

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Adhesive Tape (Multiple rolls & widths)<br><input checked="" type="checkbox"/> Bandages – Roller<br><input checked="" type="checkbox"/> Bandages – Triangular<br><input checked="" type="checkbox"/> Blankets<br><input checked="" type="checkbox"/> Burn Sheets (2) (Must be dated when received – Replaced every 5 years)<br><input checked="" type="checkbox"/> Cervical Collars <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Peds <input checked="" type="checkbox"/> Infant<br><input checked="" type="checkbox"/> Dressing (4x4) (2 Boxes) 2x2's<br><input checked="" type="checkbox"/> Abdominal Dressings (5x9) (8x10)<br><input checked="" type="checkbox"/> Multi-Trauma Dressings (10x30), (12x28) or similar sizes)<br><input checked="" type="checkbox"/> Head Immobilization Devices (Blocks)<br>[ ] Adult   [ ] Peds<br><input checked="" type="checkbox"/> Hot & Cold Packs<br><input checked="" type="checkbox"/> Bed pans / Urinals | <input checked="" type="checkbox"/> Water & Irrigation Solutions (Sterile)<br><input checked="" type="checkbox"/> K.E.D<br><input checked="" type="checkbox"/> Perp Pads<br><input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Non-Alcohol (Betadine)<br><input checked="" type="checkbox"/> <del>Scoop, Vacuum Mattress or equivalent</del> <i>pelvic sling</i><br><input checked="" type="checkbox"/> Shears / Scissors<br><input checked="" type="checkbox"/> Spine Boards with Straps<br><input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Peds<br><input checked="" type="checkbox"/> Splints – Upper & Lower Extremity<br><input checked="" type="checkbox"/> Splints – Traction <i>Sam splints</i><br><input checked="" type="checkbox"/> Triage Tags<br><input checked="" type="checkbox"/> Surgical Tape (Transpore)<br><input checked="" type="checkbox"/> Sodium Chloride Injection Units<br><input checked="" type="checkbox"/> Emesis Vomit Bags<br><input checked="" type="checkbox"/> Eye Pads<br><input checked="" type="checkbox"/> Body Bags (optional)<br><i>Stair Chairs</i> |
|--|---|

## Airway, Oxygen, and Ventilation Equipment



### BASIC LIFE SUPPORT

- ☒ Bag Valve Masks with Oxygen Reservoir
  - ☒ Adult (1000cc) ☒ Child (750cc)
  - ☒ Infant (500cc)
- ☒ Nasopharyngeal Airways – Adult & Peds  
(Sizes 24 – 32) 24-32, 24
- ☒ Oropharyngeal Airways
- ☒ House Oxygen with adjustable regulator
- ☒ Portable Oxygen with adjustable regulator (2)
- ☒ House Suction Unit

### ADVANCED LIFE SUPPORT

- ☒ Chest Decompression Kit (or equivalent)
- ☒ Co2 Detectors ☒ Adult ☒ Peds
- ☒ Nebulizer Apparatus (4)
- ☒ Tube Securing Device ☒ Adult ☒ Peds
- ☒ Endotracheal Tubes
  - ☒ Cuffed (Sizes 5 – 9mm) 5-9
  - ☒ Uncuffed (Sizes 2 – 5.5mm) (optional) 2-4, 5, 5.5
- ☒ Stylets
  - ☒ Infant (Size 6)
  - ☒ Peds (Size 10)
  - ☒ Adult (Size 12-14) (cuffed)
- ☒ Stylets – Built in Borgy

- ☒ Portable Suction Unit
- ☒ Rigid Pharyngeal Curved Suction Tip
- ☒ Wide Bore Suction Tubing
- ☒ Soft Suction Catheters  
(6-14Fr) 6, 8, 10, 12, 14, 16 + bullets
- ☒ Water-Based Lubricant Jelly Packets
- ☒ Non-Rebreather (Masks)
  - ☒ Adult ☒ Child ☒ Peds
- ☒ Nasal Cannulas ☒ Adult ☒ Child

- ☒ Laryngoscope Handle & Blades
  - ☒ Straight (0 - 4) 0-4
  - ☒ Curved (0 - 4) 2, 4, 3
- ☒ Magill Forceps ☒ Adult ☒ Peds
- ☒ Alternative Airway
  - ☒ I-Gels (Sizes 3 – 5) 3, 4, 5, 1.5, 1.2, 2.5
  - ☒ Other \_\_\_\_\_
- ☒ CPAP (optional)  
M, S, L, Child
- ☒ Gastric tubes  
8, 10, 12, 14, 16, 18  
12, 14, 16, 18, 20, 22, 24

## Intravenous I.V. Solutions & Vascular Access Supplies

### BASIC LIFE SUPPORT

- ☒ Arm Boards ☒ Adult ☒ Peds
- ☒ IV Administration Sets
  - ☒ Macro Drip Sets 10 / 15gtt (4)
  - ☒ Micro Drip Sets 60gtt (2)
- ☒ IV Angiocaths (4)
  - ☒ 24ga
  - ☒ 22ga
  - ☒ 20ga
  - ☒ 18ga
  - ☒ 16ga
- ☒ Venous Tourniquets (Latex Free &/or Latex)
- ☒ Normal Saline 1000ml Bags (6) 500 also, wingers, lact
- ☒ Transparent Dressings (Tegaderm)
- ☒ Tu kits

### ADVANCED LIFE SUPPORT

- ☒ Intraosseous Needles 15, 45, 25
- ☒ Filter needles
- ☒ Syringes (1ml to 10ml) 1, 3, 5, 10, 20
- ☒ Braslow Tape
- ☒ Blood tubing (2)
- ☒ (4) Reg pump tubing
- ☒ Burette sets

## Pharmacological Agents

\*\*PER AGENCY PHYSICIAN PROTOCOL\*\*

### BASIC LIFE SUPPORT

- ☒ Aspirin – 81mg (1 Bottle)
- ☒ Albuterol *Levotbuterol*
- ☒ Oral Glucose
- ☒ Epi-Pen Auto Injector or Epinephrine  
☒ Adult ☒ Peds 1-1000
- ☒ Zofran ODT
- ☒ Oral Ibuprofen (optional)
- ☒ Oral Acetaminophen (Tylenol) (optional)  
~~IS~~ ~~Acet~~ *> IV also*

### BASIC LIFE SUPPORT (IV CERT)

- ☒ Dextrose – 25% / 10% / 5% *now*
- ☒ Dextrose – 50%
- ☒ Naloxone (Narcan)  
*sodium chloride 5/10*

### PARAMEDIC ONLY

- ☒ Calcium Chloride
- ☒ Dopamine Premix Drip
- ☒ Magnesium Sulfate

### ADVANCED LIFE SUPPORT (EMT-I)

- ☒ Adenosine (Adenocard)
- ☒ Amiodarone
- ☒ Atropine
- ☒ Diphenhydramine (Benadryl)
- ☒ Droperidol (Inapsine)
- ☒ Epinephrine – 1:1000
- ☒ Epinephrine – 1:10,000
- ☒ Furosemide (Lasix)
- ☒ Glucagon (Glucagen)
- ☐ Haloperidol (Haldol) *propofol*
- ☒ Ipratropium Bromide
- ☒ Lidocaine – 2%
- ☒ Lidocaine Premix Drip
- ☒ Methylprednisolone (Solu-Medrol) *propofol*
- ☒ Nitroglycerin (Nitro Tabs)
- ☒ Neosynephrine
- ☒ Ondansatron (Zofran)
- ☒ Promethazine (Phenergan)
- ☒ Sodium Bicarbonate – 8.4%  
*Bumetanide Transaminic acid*

### SCHEDULE II & IV CONTROLLED SUBSTANCE

- ☒ Fentanyl (Sublimaze)
- ☒ Hydromorphone (Dilaudid) \*PARAMEDIC ONLY\*
- ☒ Midazolam (Versed) *Vaccuronium*
- ☒ Morphine Sulfate *etomidate*

☒ Pharmacological Agent Security Protocols are being met

## EMT CERTIFICATIONS

### EMT

Total # of EMT Personnel: 18

- ☐ EMT Certification – Updated & Current
- ☐ CPR Certification

### EMT IV

Total # of EMT Personnel: 6

- ☒ EMT Certification – Updated & Current
- ☒ CPR Certification
- ☒ IV Certification

### EMT-INTERMEDIATE

Total # of EMT-Intermediate Personnel: 3

- ☒ EMT-I Certification – Updated & Current
- ☒ CPR Certification
- ☒ ACLS Certification 2
- ☒ PALS Certification 1

### EMT-PARAMEDIC

Total # of Paramedic Personnel: 7

- ☒ Paramedic Certification – Updated & Current
- ☒ CPR Certification
- ☒ ACLS Certification
- ☒ PALS Certification



## AMBULANCE INSPECTION FORM

YEAR: 2023

☒ Acceptable As Is

☒ Acceptable With Below Changes

☐ NOT-Acceptable See Comments Below

☐ BASIC LIFE SUPPORT

☒ ADVANCED LIFE SUPPORT

Comments:

No harm

Christy Bowman  
Ambulance Inspector Signature

CHRISTY BOWMAN  
Ambulance Inspector Printed Name

10-13-23  
Date

R D Cool  
Agency Representative Signature

R David Cool  
Agency Representative Printed Name

10/13/23  
Date

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Andy Wyatt

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Professional Services Agreement between Schneider Geospatial LLC and Prowers County, for Schneider to provide one-time data transfer and setup for qPublic.net services to the Prowers County Assessor's CIC system, totaling \$3528, and authorizing Chair Ron Cook to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** N/A

**Additional Approvals (if required):**

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

**THANK YOU!**



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Prowers County, Colorado**, whose place of business is: 301 South Main, Suite 205, Lamar, Colorado 81052 ("CLIENT").

### 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

#### a) Database Connection

**qPublic.net** Database Connection for CIC:

- 1) **qPublic.net** Parcel Search & Report Module rewrite for source data system upgrade. PROFESSIONAL will develop **qPublic.net** parcel search and report modules that are compatible with CLIENT's new CIC data system.
- 2) **DATA ETL Configuration**  
PROFESSIONAL will configure an automated routine to transfer data from CLIENT's CIC system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

### 2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

#### A. Product/Service

a. One-time Setup Cost:	\$3,528
Setup items:	
Database Connection:	Included

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

*If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.*

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms

**HEADQUARTERS**  
Historic Fort Harrison  
8901 Otis Avenue, Suite 300  
Indianapolis, IN 46216

**Ankeny, Iowa**  
1450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023



of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4 Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

**5 Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6 Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

**7 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

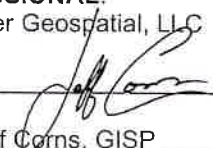
**9 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through November 30, 2023.

**PROFESSIONAL:**

Schneider Geospatial, LLC

By:  \_\_\_\_\_

Print: Jeff Corns, GISP \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 10/27/2023 \_\_\_\_\_

**CLIENT:**

Prowers County, Colorado

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider ratifying November 3, 2023 email approval of Service Agreement between Kolibri Comprehensive Business Services, Prowers Economic Prosperity (PEP), and Prowers County, to complete phase II of DOLA grant REDI 22-288 with Prowers County as fiscal agent, totaling less than \$20,000, and authorizing Chairman Ron Cook to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** N/A

**Additional Approvals (if required):**

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

**THANK YOU!**

## SERVICE AGREEMENT

### PARTIES

- This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on date of signing (the “**Effective Date**”), by Kolibri Comprehensive Business Services, with an address of PO Box 252, Wiley, Colorado 81092, (hereinafter referred to as the “**Service Provider**”) and Prowers County, with an address of 301 S. Main Street, Lamar, CO 81052, (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

### SCOPE OF WORK

The scope of work for Kolibri Comprehensive Business Services to manage the DOLA and SCEDD grants and the consultants hired to perform the work associated with accomplishing the goals of said grants awarded to Prowers County in partnership with Prowers Economic Prosperity

- 1) Communicating and working with Prowers Economic Prosperity (PEP) bi-weekly to ensure understanding of all aspects of project, including but not limited to goals, activities, outcomes, and budget.
- 2) Manage the work of the consultant (ResearchFDI) hired to complete the activities of the grants to ensure they complete contracted work within the time of the grant (June 2024).  
Management includes:
  - a. Ensure consultant is completing all phases of contracted work in a timely manner, including sewn goods industry research, engagement with business and industry stakeholders, marketing and feasibility study, identification of companies to target for relocation to Prowers County, and identification of national/international markets for business attraction.
    - i. See ResearchFDI Contract for specifics.
  - b. Provide bi-weekly updates to PEP on progress of consultants.
  - c. Identify any barriers to completion and facilitate removal of said barriers.
- 3) Coordinate curriculum development of Industrial Sewing Technician program with educational partners with said curriculum completed by end of grant in June 2024.  
Coordination includes:
  - a. Identifying Subject Matter Experts (SMEs) and/or Consultants to work with educational partners on developing appropriate level curriculum for entry level workforce in industrial sewing technician program.
  - b. Ensure SMEs and/or consultants complete all phases of curriculum work with educational partners.
  - c. Provide bi-weekly updates to PEP on progress of curriculum development.
  - d. Identify any barriers to completion and facilitate removal of said barriers.
- 4) Working with Prowers County to complete all required grant reports as per grant awards with DOLA and SCEDD.

- 5) Attend Meetings with PEP, SCEDD, OEDIT, ResearchFDI personnel and other stakeholders as needed.

### **TERM OF AGREEMENT**

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on June 30, 2024.
- Total amount of services not to exceed \$20,000.

The Services are to be paid for as follows:

Amount at signing of this Agreement: \$5000

Amount on January 31, 2024: Invoiced amount not to exceed \$5000

- Amount on April 30, 2024: Invoiced amount not to exceed \$5000

Amount at the completion of the provision of the Services: Invoiced amount not to exceed \$5000

- At the end of the term of the Agreement, it will not be automatically renewed for a new term.

### **TERMINATION**

- This Agreement may be terminated in the event that any of the following occurs:
  1. Immediately in the event that one of the Parties breaches this Agreement.
  2. At any given time by providing written notice to the other party 30 days prior to terminating the Agreement.
- Upon terminating this Agreement, the Client will be required to return all the Service Provider’s products or any other content (if any) at his/her earliest convenience, but not beyond 10 days.
- This Agreement will automatically end upon the completion of the provision of the Services and payment.

### **RELATIONSHIP OF THE PARTIES**

- The Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

### ASSIGNMENT

- The Parties are not entitled to assign the responsibilities that they have under this Agreement to anyone else, unless both Parties agree to the assignment and provide such agreement in writing.

### ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

### SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### GOVERNING LAW


- This Agreement shall be governed by and construed in accordance with the laws of Colorado.

### SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Kolibri Comprehensive Business Services

Name: Lisa Schlotterhausen

Signature: 

Date: 11/2/2023

Prowers County

Name: Ron Cook

Signature: 

Date: 11/3/2023

Prowers Economic Prosperity

Name: Anne-Marie Crampton, President

Signature: 

Date: 11/2/2023

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Judy Wittman

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider ratifying November 2, 2023 email approval of Professional Services Agreement between Avenu Insightes & Analytics, and Prowers County, for Avenu to conduct a data pull and transfer to CIC systems for the Prowers County Treasurer, totaling \$2560, and authorizing Chairman Ron Cook to execute the document.

**Justification or Background:**

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

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** N/A

**Additional Approvals (if required):**

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

**THANK YOU!**



**Avenu Insights & Analytics, LLC.**

CUSTOMER NO <b>C100297</b>	DATE <b>10/23/2023</b>	Platform	Cost center (Sales support)
-------------------------------	---------------------------	----------	-----------------------------

Please use **new** customer number from the customer list.

<b>B</b> Prowers County	<b>S</b> same
<b>I</b> Judy Wittman	<b>H</b>
<b>L</b> 302 South Main Suite 200	<b>I</b>
<b>L</b> Lamar, CO 81052	<b>P</b>
<b>T</b>	<b>T</b>
<b>O</b>	<b>O</b>

E-mail address: jwittman@prowerscounty.net

CUSTOMER CONTACT: Judy Wittman PHONE: 719-336-8029 P.O. NO.: \_\_\_\_\_

SALES REP: Kimberly Taylor REP'S NO.: 225-328-1774

TERM START DATE 10/23/2023 END DATE 12/24/2023

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
FT000340	Professional Services - Project-DATPROWT -Tax Collection	1	2,560.000	\$ 2,560.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight - At Cost As Needed			\$ -

SPECIAL INSTRUCTIONS SUBTOTAL \$ 2,560.00

Field Descriptions will be provided for each converted file.  
Any consultation necessary with Client or third-party will be billable at the rate of \$175.00/hour

TAX %  
i.e. .08 or .0725

SALES TAX

**CUSTOMER ACCEPTANCE:** I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE: Ron Cook DATE: 11/2/2023

PRINTED NAME: Ron Cook - Chairman BOCC

FREIGHT  
F.O.B.

AVENU SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TOTAL \$ 2,560.00



**Terms and Conditions:**

**Payment Terms:** Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

**Limited Warranty: Hardware and Commercial Software Warranties:** If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Rights to Third Party Software:** Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

**Limitation of Liability:** IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Ownership of Data:** Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

**Risk of Loss & Title:** Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

**Returns:** Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

**Termination for Breach:** If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination. If Avenu materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Customer may terminate this agreement for breach.

**Entire Agreement:** The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

**Stop Work:** Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.



## FW: Avenu - Prowers County, CO - Assessor & Collector data extract of files

Brenda Veldman <Brenda.Veldman@avenuinsights.com>

To: Mark Westhoff <mwesthoff@prowerscounty.net>, Judy Wittman <jwittman@prowerscounty.net>

Cc: Kimberly Taylor <Kimberly.Taylor@avenuinsights.com>, Carrie Seltzer <Carrie.Seltzer@avenuinsights.com>, Marcia Klimmek <Marcia.Klimmek@avenuinsights.com>, Randy Spillman <Randy.Spillman@avenuinsights.com>

Fri, C

Mark,

The programs installed on your system will be used to extract your data for conversion to your new vendor.

When ready, I'll walk through the process with you

The file layouts will be provided for your vendor

For the Assessor:

### CREATE THE DATA FILES

You can run this procedure as many times as you want to pick up more current data.

You only need to do ESC-32 and key the procedure DATAPROW on the first line of the command and enter.

The programs won't take very long to run. Please watch for your jobs to finish at ESC-4. They can be found under QBATCH and the jobs start with DXA.

Several spool files will be generated but you don't need to keep them.

### TRANSFER THE DATA FILES

Once the 9 files have been created you can retrieve them from IFS /home/COPR/ASSESSOR/

These files will need to be sent to your vendor per their instructions

The files are shown below.

File Name	Description
PRCAMAST	- Tax master
PRCALEGL	- Legal Descriptions
PRCAVALU	- Values
PRCANODS	- NODS by year & account #
PRCANOVS	- NOVS by year & account #
PRCAPROP	- Homestead Property
PRCAOCCU	- Homestead Occupants
PRCAAUTH	- Authorities by year
PRCAMSSN	- ID#'s & Previous information

For the Treasurer:

### CREATE THE DATA FILES

You can run this procedure as many times as you want to pick up more current data.

You only need to do ESC-32 and key the procedure DATPROW on the first line of the command and enter.

The programs won't take very long to run. Please watch for your jobs to finish at ESC-4. They can be found under QBATCH and the jobs start with DXT.

Several spool files will be generated but you don't need to keep them.

### TRANSFER THE DATA FILES

Once the 8 files have been created you can retrieve them from IFS /home/COPR/TREASURER/

These files will need to sent to your vendor per their instructions

The files are shown below.

File Name	Description
PRCTMAST	Master information
PRCTLEGL	Legal descriptions
PRCTCERT	Certificate information
PRCTADJU	Adjustments to Taxes Due
PRCTPAYM	Payment information
PRCTBUYR	Tax Sale Buyer information
PRCTCTDA	CTD activity information
PRCTAUTH	Taxing Authorities and Mill Levies

BRENDA VELDMAN

(315) 627-3013

From: Mark Westhoff <[mwesthoff@prowerscounty.net](mailto:mwesthoff@prowerscounty.net)>

Sent: Thursday, October 26, 2023 6:24 PM

To: Judy Wiltman <[jwiltman@prowerscounty.net](mailto:jwiltman@prowerscounty.net)>

Cc: Kimberly Taylor <[Kimberly.Taylor@avenuinsights.com](mailto:Kimberly.Taylor@avenuinsights.com)>; Carrie Seltzer <[Carrie.Seltzer@avenuinsights.com](mailto:Carrie.Seltzer@avenuinsights.com)>; Brenda Veldman <[Brenda.Veldman@avenuinsights.com](mailto:Brenda.Veldman@avenuinsights.com)>; Marcia Klimmek <[Marcia.Klimmek@avenuinsights.com](mailto:Marcia.Klimmek@avenuinsights.com)>; Randy Spillman <[Randy.Spillman@avenuinsights.com](mailto:Randy.Spillman@avenuinsights.com)>

Subject: Re: Avenu - Prowers County, CO - Assessor & Collector data extract of files

You don't often get email from [mwesthoff@prowerscounty.net](mailto:mwesthoff@prowerscounty.net). [Learn why this is important](#)

[Quoted text hidden]

[Quoted text hidden]



Mark Westhoff <mwesthoff@powerscounty.net>

---

## FW: Avenu - Powers County, CO - Assessor & Collector data extract of files

---

**Brenda Veldman** <Brenda.Veldman@avenuinsights.com>

Fri, Oct 27, 2023 at 7:23 AM

To: Judy Wittman <jwittman@powerscounty.net>, Kimberly Taylor <Kimberly.Taylor@avenuinsights.com>, Carrie Seltzer <Carrie.Seltzer@avenuinsights.com>

Cc: Marcia Klimmek <Marcia.Klimmek@avenuinsights.com>, Randy Spillman <Randy.Spillman@avenuinsights.com>, Mark Westhoff <mwesthoff@powerscounty.net>

Judy,

I don't expect any consultation fees because we have been through this process with CIC with several other counties.

An example would be if I need to attend excessive meetings with them to get their process to work

**BRENDA VELDMAN**

(315) 627-3013

[Quoted text hidden]

[Quoted text hidden]

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Andy Wyatt

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Professional Services Agreement between Avenu Insightes & Analytics, and Prowers County, for Avenu to conduct a data pull and transfer to CIC systems for the Prowers County Assessor, totaling \$2560, and authorizing Chairman Ron Cook to execute the document.

**Justification or Background:**

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

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

**Approved by the County Attorney on:** N/A

**Additional Approvals (if required):**

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

**THANK YOU!**



**Avenu Insights & Analytics, LLC.**

CUSTOMER NO <b>C100297</b>	DATE <b>10/23/2023</b>	Platform	Cost center (Sales support)
-------------------------------	---------------------------	----------	-----------------------------

Please use new customer number from the customer list.

B Prowers County	S same
I	H
L Andy Wyatt	I
L 302 South Main Suite 200	P
T	T
O Lamar, CO 81052	O

E-mail address: [aw Wyatt@prowerscounty.net](mailto:aw Wyatt@prowerscounty.net)

CUSTOMER CONTACT: Andy Wyatt PHONE: 719-336-8029 P.O. NO.: \_\_\_\_\_

SALES REP: Kimberly Taylor REP'S NO.: 225-328-1774

TERM START DATE 10/23/2023 END DATE 12/24/2023

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
FT000340	Professional Services - Project-DATPROWA -Assessor	1	2,560.000	\$ 2,560.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight - At Cost As Needed			\$ -

SPECIAL INSTRUCTIONS SUBTOTAL \$ 2,560.00

Field Descriptions will be provided for each converted file.  
Any consultation necessary with Client or third-party will be billable at the rate of \$175.00/hour

TAX %  
i.e. .08 or .0725

SALES TAX

**CUSTOMER ACCEPTANCE:** I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

FREIGHT  
F.O.B.

AVENU SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TOTAL \$ 2,560.00



**Terms and Conditions:**

**Payment Terms:** Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

**Limited Warranty: Hardware and Commercial Software Warranties:** If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Rights to Third Party Software:** Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

**Limitation of Liability:** IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OF SOFTWARE.

**Force Majeure:** Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

**Ownership of Data:** Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

**Risk of Loss & Title:** Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

**Returns:** Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

**Termination for Breach:** If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination. If Avenu materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Customer may terminate this agreement for breach.

**Entire Agreement:** The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

**Stop Work:** Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.



## FW: Avenu - Prowers County, CO - Assessor & Collector data extract of files

Brenda Veldman <Brenda.Veldman@avenuinsights.com>

To: Mark Westhoff <mwesthoff@prowerscounty.net>, Judy Wittman <jwittman@prowerscounty.net>

Cc: Kimberly Taylor <Kimberly.Taylor@avenuinsights.com>, Carrie Seltzer <Carrie.Seltzer@avenuinsights.com>, Marcia Klimmek <Marcia.Klimmek@avenuinsights.com>, Randy Spillman <Randy.Spillman@avenuinsights.com>

Fri, C

Mark,

The programs installed on your system will be used to extract your data for conversion to your new vendor.

When ready, I'll walk through the process with you

The file layouts will be provided for your vendor

For the Assessor:

### CREATE THE DATA FILES

You can run this procedure as many times as you want to pick up more current data.

You only need to do ESC-32 and key the procedure DATAPROW on the first line of the command and enter.

The programs won't take very long to run. Please watch for your jobs to finish at ESC-4. They can be found under QBATCH and the jobs start with DXA.

Several spool files will be generated but you don't need to keep them.

### TRANSFER THE DATA FILES

Once the 9 files have been created you can retrieve them from IFS /home/COPR/ASSESSOR/

These files will need to be sent to your vendor per their instructions

The files are shown below.

File Name	Description
PRCMAST	- Tax master
PRCALEGL	- Legal Descriptions
PRCAVALU	- Values
PRCANODS	- NODS by year & account #
PRCANOVS	- NOVS by year & account #
PRCAPROP	- Homestead Property
PRCAOCCU	- Homestead Occupants
PRCAAUTH	- Authorities by year
PRCAMSSN	- ID#'s & Previous information

For the Treasurer:

### CREATE THE DATA FILES

You can run this procedure as many times as you want to pick up more current data.

You only need to do ESC-32 and key the procedure DATPROW on the first line of the command and enter.

The programs won't take very long to run. Please watch for your jobs to finish at ESC-4. They can be found under QBATCH and the jobs start with DXT.

Several spool files will be generated but you don't need to keep them.

### TRANSFER THE DATA FILES

Once the 8 files have been created you can retrieve them from IFS /home/COPR/TREASURER/  
These files will need to sent to your vendor per their instructions  
The files are shown below.

File Name	Description
PRCTMAST	Master information
PRCTLEGL	Legal descriptions
PRCTCERT	Certificate information
PRCTADJU	Adjustments to Taxes Due
PRCTPAYM	Payment information
PRCTBUYR	Tax Sale Buyer information
PRCTCTDA	CTD activity information
PRCTAUTH	Taxing Authorities and Mill Levies

BRENDA VELDMAN

(315) 627-3013

From: Mark Westhoff <[mwesthoff@prowerscounty.net](mailto:mwesthoff@prowerscounty.net)>  
Sent: Thursday, October 26, 2023 6:24 PM  
To: Judy Wittman <[jwittman@prowerscounty.net](mailto:jwittman@prowerscounty.net)>  
Cc: Kimberly Taylor <[Kimberly.Taylor@avenuinsights.com](mailto:Kimberly.Taylor@avenuinsights.com)>; Carrie Seltzer <[Carrie.Seltzer@avenuinsights.com](mailto:Carrie.Seltzer@avenuinsights.com)>; Brenda Veldman <[Brenda.Veldman@avenuinsights.com](mailto:Brenda.Veldman@avenuinsights.com)>; Marcia <[limmek@avenuinsights.com](mailto:limmek@avenuinsights.com)>; Randy Spillman <[Randy.Spillman@avenuinsights.com](mailto:Randy.Spillman@avenuinsights.com)>  
Subject: Re: Avenu - Prowers County, CO - Assessor & Collector data extract of files

You don't often get email from [mwesthoff@prowerscounty.net](mailto:mwesthoff@prowerscounty.net). Learn why this is important

[Quoted text hidden]  
[Quoted text hidden]



Mark Westhoff <mwesthoff@prowerscounty.net>

---

## FW: Avenu - Prowers County, CO - Assessor & Collector data extract of files

---

Brenda Veldman <Brenda.Veldman@avenuinsights.com>

Fri, Oct 27, 2023 at 7:23 AM

To: Judy Wittman <jwittman@prowerscounty.net>, Kimberly Taylor <Kimberly.Taylor@avenuinsights.com>, Carrie Seltzer <Carrie.Seltzer@avenuinsights.com>

Cc: Marcia Klimmek <Marcia.Klimmek@avenuinsights.com>, Randy Spillman <Randy.Spillman@avenuinsights.com>, Mark Westhoff <mwesthoff@prowerscounty.net>

Judy,

I don't expect any consultation fees because we have been through this process with CIC with several other counties.

An example would be if I need to attend excessive meetings with them to get their process to work

**BRENDA VELDMAN**

(315) 627-3013

[Quoted text hidden]

[Quoted text hidden]

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Darren Glover

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Contract No. PAT-III-B-24 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), including HIPAA Business Associate Addendum, effective between July 1, 2023 and June 30, 2024, awarding Prowers Area Transit \$21,000 under Title IIIB, and authorizing Chair Ron Cook to execute the documents.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code: 25-353400

County: \$ 2343 Federal: \$ \_\_\_\_\_ State: \$ 21,000 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!**



advocacy | action | answers on aging

**Lower Arkansas Valley  
Area Agency on Aging**

13 W 3<sup>rd</sup> Street, Rm 110  
La Junta, CO 81050  
Phone: 719-383-3166  
Toll Free: 800-438-3762  
FAX: 719-383-4607

September 26, 2023

Prowers Area Transit  
Darren Glover  
407 E Olive  
Lamar, CO 81052

Mr. Glover:

Attached is a copy of the SFY 2024 contract/s for Older Americans Act (OAA) funding to support transportation services in Prowers County.

The SFY 2024 allocation is based on a contract received by this agency from the Colorado Department of Human Services. Your SFY 2024 contract will be used to reimburse your expenditures. Your contract does not show any funding amount. Budgets for SFY 2024 will be provided via Option Letters.

Please be aware of all conditions as they are noted within your SFY 2024 Annual Plan/s (Assurance of Compliance and RFP) and Contract. You have been provided with an Excel workbook to submit required reports for reimbursement.

All fiscal and program performance reports are due to this agency by the 12th day of the month following the month reported to assure prompt reimbursement of expenditures. (Dates are also noted on the Excel Expenditures Reports workbook. Reports for June services will be due the first week of July due to State reporting requirements.) Failure to submit required reports in a complete, accurate form within the above listed time lines will result in no request for reimbursement being processed until such time as all reporting requirements have been met.

Please sign and date the Contract, Indemnification Addendum (new this year), and the HIPAA Business Associate Addendum. Retain a copy for your files and submit a copy (email, fax, or postal) to this office by **October 15, 2023**.

If you have any questions, please call 719-383-4844 or 383-3170.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Shearer".

Ken Shearer, Director  
Lower Arkansas Valley Area Agency on Aging

A handwritten signature in black ink, appearing to read "Donna Rohde".

Donna Rohde, Executive Director  
Otero County Department of Human Services








advocacy | action | answers on aging

# CONTRACT

## Lower Arkansas Valley Area Agency on Aging

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

<b>AWARDING AGENCY</b> Otero County of Dept. of Human Services Lower Arkansas Valley Area Agency on Aging 13 W. 3 <sup>rd</sup> Street, Rm. 110, La Junta, CO 81050  <b>SUBCONTRACTOR</b> Prowers Area Transit 407 E Olive, Lamar, CO 81052	<b>CONTRACT NO.</b> PAT-III-B-24  <b>AWARD TYPE</b> <X> Initial Award <> Revision of Earlier Contract Issued on:				
<b>FUNDING SOURCE</b> Federal CFDA# 93.044	<b>CONTRACT PERIOD</b> July 1, 2023 - June 30, 2024				
<b>APPROVED BUDGET FOR CONTRACT PERIOD</b> Budgets will be awarded via Option Letters.					
<b>SCOPE OF WORK:</b> In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the <b>SFY 2024</b> Annual Plan (Assurance of Compliance and RFP) and Contract (including HIPAA and Indemnification Addendums), Award Letter, and Older Americans Act Rule Manual Volume 10.					
<b>APPROVALS</b> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><b>AWARDING AGENCY:</b></td><td style="width: 50%; vertical-align: top;"><b>CONTRACTOR:</b></td></tr><tr><td style="vertical-align: top;">by  _____ Donna Rohde, Executive Director Otero County Dept. of Human Services</td><td style="vertical-align: top;">by _____ Authorized Signature  _____ Printed Name  _____ Title</td></tr></table>		<b>AWARDING AGENCY:</b>	<b>CONTRACTOR:</b>	by  _____ Donna Rohde, Executive Director Otero County Dept. of Human Services	by _____ Authorized Signature  _____ Printed Name  _____ Title
<b>AWARDING AGENCY:</b>	<b>CONTRACTOR:</b>				
by  _____ Donna Rohde, Executive Director Otero County Dept. of Human Services	by _____ Authorized Signature  _____ Printed Name  _____ Title				

# Option Letter #24-0723



advocacy action answers on aging

Lower Arkansas Valley  
Area Agency on Aging

Contract #: **PAT-III-B-24**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **Prowers Area Transit**  
407 E Olive  
Lamar, CO 81052

Contract Performance Beginning Date: **July 1, 2023**

Contract Performance Ending Date: **June 30, 2024**

Amount Awarded on this Option Letter:	<b>\$21,000.00</b>
Total AAA Funds Awarded on this Contract:	<b>\$21,000.00</b>
Minimum Matching Funds Required:	<b>\$2,334.00</b>
Net Budget Amount*:	<b>\$23,343.00</b>
<i>* Program Income (Donations) will also be reported, but are not required.</i>	

Expiration Date of funds awarded  
on this Option Letter: **June 30, 2024**

*Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.*

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

**Otero County Department of Human Services**  
Lower Arkansas Valley Area Agency on Aging  
Donna Rohde, Executive Director

  
By: Donna Rohde

Effective Date: 7/1/2023



advocacy | action | answers on aging

**Lower Arkansas Valley  
Area Agency on Aging**

# **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract No/s. **RANDA-III-B-24** between the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)** and **Law Office of Randa Davis-Tice (Subcontractor)**, for contract year 2024. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** is referred to as "**Associate**". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

## **RECITALS**

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, 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 contained in this Addendum.

The parties agree as follows:

### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent

it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from

Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance



requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to

cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted

as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

**Covered Entity Representative**

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Kenneth Shearer, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3<sup>rd</sup> St, Room 110, La Junta, CO 81050

**Contractor/Business Associate Representative**

Name: Law Office of Randa Davis-Tice

Contact: Randa Davis-Tice

Address: PO Box 225, Lamar, CO 81052

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract No/s. **RANDA-III-B-24**, between **LAVAAA** and **Law Office of Randa Davis-Tice**, contract year **SFY 2024** and is effective on the date signed. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_

---

---

---

---

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

---

---

---

---

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

---

---

---

---

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: \_\_\_\_\_

---

---

---



---

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_

---

---

---

---

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

---

---

---

---

---

---

---

---

---

**Signature of Subcontractor**

**Date**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: 11/14/2023**

**Submitter: Michelle Hiigel, Land Use**

**Submitted to the County Administration Office on: 11/08/2023**

**Return Originals to: Michelle Hiigel, Land Use**

**Number of originals to return to Submitter:3**

**Contract Due Date: N/A**

**Item Title/Recommended Board Action:**

Consider approval of Final Subdivision Exemption Plat Map for Quality Feeds, LLC. The application was approved on September 13, 2023 by the Planning Commission and on September 26, 2023 by the BOCC. Minor Subdivision, for an Amended First Subdivision, in the SE¼ Section 19, Township 22 South, Range 47 West, of the 6<sup>th</sup> P.M., subdividing 31.79 acres into two tracts, Tract 1-22.79 acres and Tract 2- 9 acres to be recorded in the County Clerk's Office.

**Justification or Background:**

Applicant wants to subdivide property in two tracts. The 9 acre tract will be sold to Dustin Randle for a business. Applicant will retain the remaining 22 acres for a business.

**Fiscal Impact: N/A**

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

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

**THANK YOU!**

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: 8/10/23

*Quality Feeds LLC by Darrell Roth*

*Quality Feeds LLC by Darrell Roth*  
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: Quality Feeds LLC - Ron Peterson - Darrell Roth

Address: PO box 732 Lamar, CO 81052

Telephone Number: 719-688-3668 Email: premiumpelletsllc@gmail.com

Applicant's Representative: Ron Peterson

Address: PO box 732 Lamar, CO 81052

Telephone Numbers: \_\_\_\_\_ Email: premiumpelletsllc@gmail.com

Surveyor or Engineer: \_\_\_\_\_ Telephone: \_\_\_\_\_

Location of Subdivision:

Subdivision (1<sup>st</sup>, 2<sup>nd</sup>, etc.) 1<sup>st</sup> - Amended 1<sup>st</sup> Subdivision

Quarter S/E

Section 19 Township 22 Range 47 or

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

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

Tax parcel number of property (County Assessor's Records) 0500065577

Current land classification as per Assessor's Records ~~Industrial~~ Commercial

If irrigated, will water shares be allocated to the subdivided parcel? \_\_\_\_\_ Yes X \_\_\_\_\_ No

Is there a Deed of Conservation Easement attached to this property? \_\_\_\_\_ Yes X \_\_\_\_\_ No

If YES, attach copy

Proposed Use of Land Industrial manufacturing

Proposed Water Source May Valley

Proposed Means of Sewage Disposal Septic

Proposed Road Access Frontage Road

Proposed Lot Size apx 9 acres - Tract 1 ; apx 22 acres - Tract 2

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

Prowers County Planning Commission, Chair



Dated this 13th day of September, 2023

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

Prowers County Board of County Commissioners, Chair



Dated this 26th day of SEPT, 202023

AMENDED FIRST SUBDIVISION

**APPLICANT'S CERTIFICATE:**

I hereby apply for a Homestead Exemption (Tract #1) and a Standard Exemption (Tract #2) from the Primmers County Subdivision Regulations as provided for therein for the tract of land shown and described herein. Said Tract #1 has an existing commercial building upon it which I own and occupy. It also contains a well, water pump, septic tank, and a driveway leading to a garage with an adequate domestic water system and a septic tank. I/we certify that I/we are legal owner(s) of the tracts as shown herein, and have the information as shown herein be true and correct.

correct to the best of my/our knowledge and belief.

Respectfully,  
 Rick & Faith

### SURVEYOR'S STATEMENT

October 13, 2023

LANCE W. BRUNDAE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE TO QUALITY FEEDS, LLC ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF AND TO THE BEST OF MY ABILITY, THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I AM NOT PROVIDING THE NORMAL STANDARDS OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN COLORADO. THAT ON OCTOBER 12, 2023, AS RESULT OF A SURVEY MADE ON THE GROUND AND MONUMENTED BY ME, THAT THE SURVEY AND SURVEY PLAT WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE, THAT THE SURVEY WAS BASED UPON INFORMATION AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DECLINING TO FURTHER RESEARCH INTO CLAIMANTS OR RIGHT-OVER-WAYS BY THE UNDISCLOSED.

LANCE W. BRUNDAGE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
COLORADO 30087

**PLANNING COMMISSION:**  
**BROWERS COUNTY, COLORADO:**

Reviewed and Approved by the Provo County Planning Commission.

Chairman: *Richard J. Lachman* Date: *11-8-27*

BOARD OF COUNTY COMMISSIONERS:  
BREWERS COUNTY, COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado.

Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO;  
COUNTY OF PROWERS

I hereby certify that this instrument of record was filed in my office on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2000, at \_\_\_\_\_ M. under Recession number \_\_\_\_\_.

Clerk and Recorder  
By: Deputy

DESCRIPTION OF TRACT

[illegible]

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON AND DETECTED IN THE SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**NOTICE:** THIS SURVEY MADE WITHOUT BENEFIT OF AN UPDATED ABSTRACT OR TITLE POLICY AND MAY BE SUBJECT TO OTHER EASEMENTS, CONDITIONS, RIGHTS ETC. WHICH MAY HAVE DEVELOPED SINCE THE DATA REFERENCED IN THE SURVEYOR'S STATEMENT.

SUBDIVISION  
PLAT

PART OF THE SE1/4 OF SEC. 19, T.22S,  
R.47W, 5th P.M., PROWERS COUNTY, COLORADO

LAMAR

U	U
---	---

## PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Darren Glover

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Contract No. PAT-III-B-23 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), including HIPAA Business Associate Addendum, effective between July 1, 2022 and June 30, 2023, awarding Prowers Area Transit \$18,690 under Title IIIB, and authorizing Chair Ron Cook to execute the documents.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code: 25-353400

County: \$ 6,230 Federal: \$ \_\_\_\_\_ State: \$ 18,690 Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** ~~N/A~~ 11/8/2023

**Additional Approvals (if required):**

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

**THANK YOU!**








advocacy | action | answers on aging

# CONTRACT

## Lower Arkansas Valley Area Agency on Aging

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

<b>AWARDING AGENCY</b> Otero County of Dept. of Human Services Lower Arkansas Valley Area Agency on Aging 13 W. 3 <sup>rd</sup> Street, Rm. 110, La Junta, CO 81050  <b>SUBCONTRACTOR</b> Prowers Area Transit 407 E Olive, Lamar, CO 81052	<b>CONTRACT NO.</b> PAT-III-B-23																		
	<b>AWARD TYPE</b> <X> Initial Award <> Revision of Earlier Contract Issued on:																		
<b>FUNDING SOURCE</b> Federal CFDA# 93.044	<b>CONTRACT PERIOD</b> July 1, 2022 - June 30, 2023																		
<b>APPROVED BUDGET FOR CONTRACT PERIOD</b> Budgets will be awarded via Option Letters.																			
<b>SCOPE OF WORK:</b> In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2022 and/or SFY 2023 Annual Plan (Assurance of Compliance and RFP) and Contract, Award Letter, and Older Americans Act Rule Manual Volume 10.																			
<table border="0"><tr><td colspan="2"><b>APPROVALS</b></td></tr><tr><td><b>AWARDING AGENCY:</b></td><td><b>CONTRACTOR:</b></td></tr><tr><td>by</td><td>by</td></tr><tr><td></td><td>_____</td></tr><tr><td>Donna Rohde, Executive Director Otero County Dept. of Human Services</td><td>Authorized Signature</td></tr><tr><td></td><td>_____</td></tr><tr><td></td><td>Printed Name</td></tr><tr><td></td><td>_____</td></tr><tr><td></td><td>Title</td></tr></table>		<b>APPROVALS</b>		<b>AWARDING AGENCY:</b>	<b>CONTRACTOR:</b>	by	by		_____	Donna Rohde, Executive Director Otero County Dept. of Human Services	Authorized Signature		_____		Printed Name		_____		Title
<b>APPROVALS</b>																			
<b>AWARDING AGENCY:</b>	<b>CONTRACTOR:</b>																		
by	by																		
	_____																		
Donna Rohde, Executive Director Otero County Dept. of Human Services	Authorized Signature																		
	_____																		
	Printed Name																		
	_____																		
	Title																		

# Option Letter #23-0722



advocacy | action | answers on aging

Lower Arkansas Valley  
Area Agency on Aging

Contract #: **PAT-III-B-23**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **Prowers Area Transit**  
407 E Olive  
Lamar, CO 81052

Contract Performance Beginning Date: **July 1, 2022**

Contract Performance Ending Date: **June 30, 2023**

Amount Awarded on this Option Letter:	<b>\$18,690.00</b>
Total AAA Funds Awarded on this Contract:	<b>\$18,690.00</b>
Minimum Matching Funds Required:	<b>\$6,230.00</b>
Net Budget Amount*:	<b>\$24,920.00</b>
* Program Income (Donations) will also be reported, but are not required.	

Expiration Date of funds awarded  
on this Option Letter: **June 30, 2023**

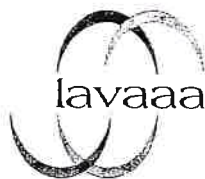
*Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.*

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

**Otero County Department of Human Services**  
Lower Arkansas Valley Area Agency on Aging  
Donna Rohde, Executive Director

By: Donna Rohde

Date: 7/1/2022



advocacy | action | answers on aging

**Lower Arkansas Valley  
Area Agency on Aging**

## **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract Nos. **PAT-STATE-23 and PAT-III-B 23** between the **Lower Arkansas Valley Area Agency on Aging (LAVAAA)** and **Prowers Area Transit (Subcontractor)**, for contract year 2023. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** is referred to as "**Associate**". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### **RECITALS**

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, 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 contained in this Addendum.

The parties agree as follows:

#### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means 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, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent

it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from

Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance



requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to

cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted

as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

**Covered Entity Representative**

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Jim Collins, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3<sup>rd</sup> St, Room 110, La Junta, CO 81050

**Contractor/Business Associate Representative**

Name: Prowers Area Transit

Contact: Darren Glover

Address: 407 E Olive, Lamar, CO 81052

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract Nos. **PAT-STATE-23 and PAT-III-B 23**, between **LAVAAA** and **Prowers Area Transit**, contract year **SFY 2023** and is effective on the date signed. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses**. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_

---

---

---

---

2. **Additional Permitted Disclosures**. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

---

---

---

---

3. **Subcontractor(s)**. The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

---

---

---

---

4. **Receipt**. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: \_\_\_\_\_

---

---

---

---



5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

\_\_\_\_\_  
**Signature of Subcontractor**

**Date**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Darren Glover

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of Contract No. PAT-STATE-23 between Lower Arkansas Valley Area Agency on Aging (LAVAAA), effective between July 1, 2022 and June 30, 2023, awarding Prowers Area Transit \$23,385 under Title III General Fund, and authorizing Chair Ron Cook to execute the documents.

**Justification or Background:**

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

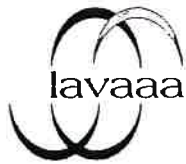
County: \$ 7,795 Federal: \$ \_\_\_\_\_ State: \$ 23,385 Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 11/8/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

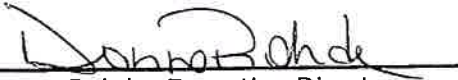
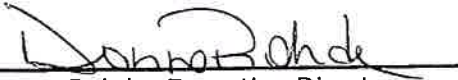
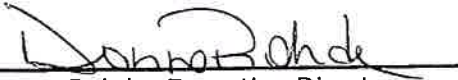


advocacy | action | answers on aging

# CONTRACT

## Lower Arkansas Valley Area Agency on Aging

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

<b>AWARDING AGENCY</b> Otero County of Dept. of Human Services Lower Arkansas Valley Area Agency on Aging 13 W. 3 <sup>rd</sup> Street, Rm. 110, La Junta, CO 81050  <b>SUBCONTRACTOR</b> Prowers Area Transit 407 E Olive, Lamar, CO 81052	<b>CONTRACT NO.</b> PAT-STATE-23		
	<b>AWARD TYPE</b> <X> Initial Award <> Revision of Earlier Contract Issued on:		
<b>FUNDING SOURCE</b> State	<b>CONTRACT PERIOD</b> July 1, 2022 - June 30, 2023		
<b>APPROVED BUDGET FOR CONTRACT PERIOD</b> Budgets will be awarded via Option Letters.			
<b>SCOPE OF WORK:</b> In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2022 and/or SFY 2023 Annual Plan (Assurance of Compliance and RFP) and Contract, Award Letter, and Older Americans Act Rule Manual Volume 10.			
<table border="0"><tr><td data-bbox="228 1329 812 1845"><b>APPROVALS</b>  <b>AWARDING AGENCY:</b>  by  Donna Rohde, Executive Director Otero County Dept. of Human Services</td><td data-bbox="812 1329 1390 1845"><b>CONTRACTOR:</b>  by _____ Authorized Signature  _____ Printed Name  _____ Title</td></tr></table>		<b>APPROVALS</b>  <b>AWARDING AGENCY:</b>  by  Donna Rohde, Executive Director Otero County Dept. of Human Services	<b>CONTRACTOR:</b>  by _____ Authorized Signature  _____ Printed Name  _____ Title
<b>APPROVALS</b>  <b>AWARDING AGENCY:</b>  by  Donna Rohde, Executive Director Otero County Dept. of Human Services	<b>CONTRACTOR:</b>  by _____ Authorized Signature  _____ Printed Name  _____ Title		

# Option Letter #23-0722



advocacy | action | answers on aging

Lower Arkansas Valley  
Area Agency on Aging

Contract #: **PAT-STATE-23**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **Prowers Area Transit**  
407 E Olive  
Lamar, CO 81052

Contract Performance Beginning Date: **July 1, 2022**

Contract Performance Ending Date: **June 30, 2023**

Amount Awarded on this Option Letter:	<b>\$23,385.00</b>
Total AAA Funds Awarded on this Contract:	<b>\$23,385.00</b>
Minimum Matching Funds Required:	<b>\$7,795.00</b>
Net Budget Amount*:	<b>\$31,180.00</b>
* Program Income (Donations) will also be reported, but are not required.	

Expiration Date of funds awarded  
on this Option Letter: **June 30, 2023**

*Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.*

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

**Otero County Department of Human Services**  
Lower Arkansas Valley Area Agency on Aging  
Donna Rohde, Executive Director

By: Donna Rohde

Date: 7/1/2022

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 11/14/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 11/8/2023

**Return Originals to:** Mark Westhoff

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

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Letter of Service and Agreement between Tobin & Associates LLC and Prowers County for Tobin to conduct two External Vulnerability Testing, Internal Vulnerability Studies, Social Engineering Studies and Cyber Exams in 2024 plus 12 months of External Penetration Testing effective January 1, 2024 to December 31, 2024, totaling \$15,000 plus travel expenses, and authorizing BOCC Chair Ron Cook to execute the document.

**Justification or Background:** Per the County Attorney's request and acceptance by Tobin on 10/20/2023, the County added a 30 day termination clause to the agreement.

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

County: \$ 15,000 Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 10/20/2023

**Additional Approvals (if required):**

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

**THANK YOU!**

10/28/23

Board of Commissioners  
Prowers County  
301 South Main Street  
Lamar, Colorado 81052

Dear Commissioners:

Tobin & Associates, LLC, (DBA) Tobin & Associates, LLC., is pleased to confirm our understanding of the services we are to provide for Prowers County Government (the "County") for the year ended December 31, 2024. We will examine the entire Cyber Policy Posture and Position plus the Cybersecurity Posture of the County as of 2024, and the related technology. This will include performing Monthly and On-Demand External Vulnerability Studies with a %100 scope, semiannual Internal Vulnerability Study with a %100 scope, Full Scope Social Engineering Assessments and thorough Policy Review based on the current internal risks which that County has already developed and are in place. All control testing is based on industry risk values and ratings yet will be combined so that risk categories are of the same language and weight. These are components to a full-scope Cyber exam which is one of the intricate components for the County and consists of the other services defined. Testing will be performed twice in Y2024.

#### *Assessment Objective*

The objective of our Assessment is the expression of risk as to whether your technical assets are fairly presented, in all material respects, in accordance with consulting principles generally accepted in the United States of America under GAAP, Center for Internet Security, National Institute of Standards and Technology and The State of Colorado controls and Regulatory Guidance. Our assessment will be conducted in accordance with auditing standards generally accepted in the United States of America under "Consulting Standards" and will include tests of your technology, employees, physical security and other procedures we consider necessary to enable us to express a risk profile or satisfactory / unsatisfactory rating. We will issue a written report upon completion of our assessment of the County's technical posture. Our report will be addressed to the Committee Members of the County. We cannot provide assurance that an unmodified risk posture or rating will be expressed. Circumstances may arise in which it is necessary for us to modify our risk statements or add an emphasis-of-matter or other-matter paragraph. If our position is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the assessment or are unable to form or have not formed a risk profile, we may decline to express our issues or withdraw from this engagement.

#### *Technical Assessment Procedures*

Our procedures will include tests of documentary evidence supporting the technical transactions recorded in the systems, correspondent banking relationships and access rights, management structure and tone and



the top, regulatory history, technical policy posture, business and disaster recovery controls and testing, service provider oversight, incident response, intrusion prevention and controls, backup procedures and testing, encryption requirements, succession planning for IT staffing, computer inheritance and change controls, employee and Board training requirements, general policy management, GLBA and Cyber (501) compliance, HIPAA and the State of Colorado (HB 18-1128) cyber requirements, topology accuracy and documentation, ACL's and review on assets not governed by Active Directory (Active Directory Review), Group Policy Objective oversight, environmental oversight, physical security controls, data retention and destruction controls and general guidance controls. We may also request written representations from your attorneys or vendors as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our assessment, we will require certain written representations from management concerning the Cyber posture of the County and related matters.

An assessment includes examining, on a test basis, evidence supporting the data integrity, authentication, authorization, confidentiality, integrity and availability therefore, our assessment will involve judgment about the number of systems, appliances, printers and other technical assets to be examined and the areas to be tested. A technical and cybersecurity assessment also includes evaluating the appropriateness of technical policies used and the reasonableness of significant risk and stability estimates made by management, as well as evaluating the overall presentation of the technical posture and Cyber position or compliance with State Guidance. We will plan and perform the assessment to obtain reasonable assurance about whether the technical controls are free of material misstatement, whether from errors, fraudulent configuration settings, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the financial institution or to acts by management or employees acting on behalf of the institution.

Because of the inherent limitations of an assessment, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all technology (offline assets or unreachable), there is a risk that material misstatements may exist and not be detected by us, even though the assessment is properly planned and performed in accordance with U.S. generally accepted auditing standards and the definitions of "consulting engagements". In addition, an assessment is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Cyber posture. However, we will inform the appropriate level of management of any material errors, fraudulent technical reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our assessment will include obtaining an understanding of the institution and its environment, including internal technical control, enough to assess the risks of material misstatement of the technical posture and to design the nature, timing, and extent of further testing and technical procedures. An assessment is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the assessment, we will communicate to your and those charged with governance internal control related matters that are required to be communicated under professional standards. This may include inviting technical professionals employed by the County for further discussions.

We remain committed to maintaining the confidentiality and security of your information; however, we do not maintain information that is defined as sensitive, confidential or secret. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others, in the event of further actions required by the Regulatory Agency of State, which has the primary oversight of the

County. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work papers and all associated information that may be requested by the primary Regulatory Agency or State Agency. An appointment may be made by the third-party Regulatory Agency or State Agency to review work papers, findings, additional technical supporting documentation and other related material. There may be an exception for clients that have already requested work paper documentation remain at the County, under their express control.

#### ***Technical Scope of Responsibilities and Approach***

We will perform several different types of testing as required by Regulators or Industry Best Practices which evolve at a greater pace. The Internal Vulnerability Study is performed from inside the County. The specialized software that is used is designed to define, test and risk-rate internal vulnerabilities, failure points, entry points, intrusion detection testing of design and controls and will include written instructions for how to remediate the issues discovered. The remediation procedures are the most advanced, written communication for IT Professionals to use in correction.

The External Vulnerability Study and Penetration Test is required annually. We believe that testing annually, as required by law for the County is not enough. Therefore, testing is performed monthly. The test uses software that will interrogate external assets, evaluating denial of service issues and outline weak links to the perimeter of the County. If monthly testing has findings, remediation must occur during a very short period of time, if the issue is critical. Hence, we offer On-Demand External Testing to ensure that the vulnerabilities or configuration changes occurred and have been corrected. Secondly, the test will determine if additional changes have shifted, creating new issues and vulnerabilities. The County has the option to have a follow-up test for that month, if requested.

Social Engineering testing is designed to test how employees will react to phishing email attacks. Testing tools will track the employee's actions from when the email was opened all the back to how they reacted to the email. Phone call spoofing may also be performed to test employees. Experience has indicated that employees are the weakest link to any organization. A non-modifiable report will be generated with findings and will be provided with the other reports at exit.

Management is encouraged to make modifications to this Engagement Letter. Based on Regulatory input over this past 12 months, the need for input may be required. We will evaluate all areas as stated in this engagement letter. All areas are equally ranked as high or critical risk and receive the same amount of testing, regardless of any internal risk models the County may have. However, if there are any additions to scope or modifications to risk weights; the County has all rights to modify this engagement letter and submit the changes to us for modifications to the scope.

#### ***Deliverables***

Deliverables associated with this assessment will include the following. Monthly or on-demand external vulnerability reports with step-by-step remediation instructions. Internal vulnerability reports with step-by-step remediation instructions. The Cyber-Industry Analysis will include a summary of external vulnerabilities, internal vulnerabilities, social engineering findings and industry related findings as they pertain to local and or State laws and guidelines. Procedures are outlined in the reports that will be provided to the Board or Committee and expand upon the items listed in this engagement letter. The technical complexity of process, procedural testing and tools used plus findings are appendices to this agreement.

### *Management Responsibilities*

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of consulting principles; and for the preparation and fair presentation of the cybersecurity and Cyber Report in conformity with U.S. generally accepted accounting principles and Federal or State Guidance. You are also responsible for making all technical records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Cybersecurity Assessment, (b) additional information that we may request for the purpose of the assessment, and (c) unrestricted access to persons within the institution from whom we determine it necessary to obtain assessment evidence.

Your responsibilities include adjusting the technical and written posture to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the technical, cybersecurity and cyber posture taken as a whole. In addition, the County is responsible for informing us if there has been a change in External IP addresses as testing is performed using the predefined and agreed-upon IP addresses provided to us, prior to monthly testing.

We will advise you about appropriate technical assessment principles and their application and may assist in the preparation of your final draft reports, but the responsibility for the assessment reports remains with you. You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the institution involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the technical reports that will be provided to the Regulators in your State. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the institution received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the financial institution complies with all applicable laws and regulations or enforced guidance. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles under "consulting standards". You agree to include our assessment reports on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include all the technical reports provided to the County with any presentation of the supplementary information that includes our report thereon. This will also include providing the exit outline we will provide, internal audit-tracking matrix and Management Responses to our collection of reports that constitute the Cyber Exam.

You agree to assume all management responsibilities for the external vulnerability and penetration testing, social engineering testing, website testing (if applicable), internal vulnerability identification and risk classification, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. This is generally the ISO, or Information Data/Security Officer.

With regard to the electronic dissemination of the reports left onsite when the work is completed, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. If the County provides our reports to a portal upload, vendor or other required provider, it is not our responsibility for that dissemination of data after final reports have

been delivered to the client upon exit of our team or representatives.

***Engagement Administration***

In accordance with federal and state regulations, we, as your consulting professionals, are required to make the following commitments:

- We will retain the assessment documentation for this engagement for a minimum of 3 years from the date of our report. The assessment documentation for this engagement is the property of Tobin & Associates, LLC., and constitutes confidential information as required by Section ET301 of the AICPA Code of Professional Conduct. However, we may be requested to make certain assessment documentation available to Federal and State Regulators pursuant to authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Tobin & Associates, LLC., personnel at a location designated by our Firm. Furthermore, upon request, we may provide photocopies of selected audit documentation to the Regulators. The Regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. Loss or misdirection of data is not our responsibility.
- We may be available to meet with the Commissioners or designated committee before the assessment reports are delivered with Management of the County or appropriate agency.

The information that we obtain in performing this technical assessment is confidential as required by Section ET301 of the AICPA Code of Professional Conduct. Therefore, your acceptance of this engagement letter will serve as your advance consent to our compliance with above commitments. By your signature below, you acknowledge and agree that upon the expiration of the 3-year period Tobin & Associates, LLC., shall be free to destroy our records related to this engagement. Due to the technical reports generated, retention is limited due to the ever-changing nature of technical environments. Essentially, the technical assessments are limited to time, as patching and system changes make reports less valuable as time passes.

It is expressly agreed between the County and Tobin & Associates, LLC., that all customer information obtained in the course of performing the professional services specified in this letter will be considered confidential information.

As part of the agreement to provide professional consulting services to the County, we agree to:

- Maintain physical, electronic, and procedural safeguards to protect customer information from unauthorized access to or use of such information.
- Continue performing work under Tobin, & Associates, LLC. Hartford and HISCOX Insurance and the current 2020 W-9 indicate this arrangement as noted in lines 1 and 2 of IRS Form W-9, October 2018.
- Not disclose or use customer information other than to carry out the terms of



the engagement for professional services, unless required by law or professional standards, or pursuant to the written instructions of the County. This includes, but is not limited to, not disclosing any Confidential Information to any of our employees, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the professional services provided to the County.

- Take action to address incidents of unauthorized access to customer information in its possession, including timely notification to the County. Due to the testing program, sensitive data is not maintained in our reports.

### ***Preparation of Technical Reports***

As part of our engagement, we will also prepare the reports for in-scope items for the County for the year ended 2024 and prepare all monthly or On-Demand External Vulnerability Reports based on information provided by you. We will perform the services in accordance with applicable professional standards, including the Statements on Standards as outlined by Industry Best Practices. The other services are limited to the items included in this Engagement Letter and Proposal Letter to you. If the County does not schedule the time required for aspects of the testing to be conducted, the County will be billed in full.

We will use our professional judgment in preparing your reports. Whenever we are aware that a potentially applicable Cyber control is unclear or that there are conflicting interpretations of the law by authorities (e.g., regulatory agencies and courts), we will explain the possible positions that may be taken on your technical reports. In accordance with our professional standards, we will follow whatever position you request on your cybersecurity position.

Your assessment reports may be selected for examination by Regulatory authorities. In the event of an examination or other Regulatory Agency, we are available to assist you. Any proposed adjustments by the examining agent are subject to certain rights of appeal, acceptance of risk or mitigation.

### ***Fees Cybersecurity Services***

The fixed fee will be \$12,000 for these services, and \$3,000 for one additional visit thereafter, for a total of \$15,000.00. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the website assessment (if applicable), wireless assessment and internal testing of the wireless access points and monthly external vulnerability testing with semiannual internal vulnerability testing and semiannual social engineering testing. This will also include the semiannual Cyber Exam which will contain a summary of all work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fee for any additional services requested will be based upon our standard rates and subject to your specification of scope.

Invoices will be rendered as outlined below.

March 11 <sup>th</sup> , 2024 (1 of 2): External Vulnerability Testing, Internal Vulnerability Study, Social Engineering Study and Cyber Exam will be \$12,000. In addition, testing during the week of November 4 <sup>th</sup> , 2024 (2 of 2) for the second visit. \$15,000 total for 2 visits and 12 months of external penetration testing.
---

### Travel Expenses

All travel expenses incurred under this agreement shall be approved in advance by the County and will also be billed to the County with the final invoice. Expenses will include the engagement of a cybersecurity professional, food, mileage, tolls, hoteling expenses and other associated expenses (if applicable). Costs will be itemized per County rules and regulations for each bill. Travel and other costs are not to be reported to the IRS as these are reimbursement costs, not income.

### Dispute Resolution

- a. **Negotiation.** In the event of a dispute, the Parties agree to first work towards a resolution through good faith negotiation.
- b. **Mediation.** Either Party may initiate mediation in lieu of litigation, in the State of Colorado.
- c. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the County of Prowers, State of Colorado.
- d. **Attorneys' Fees.** The prevailing party may recover its attorneys' fees and other reasonable costs for a dispute resolved by mediation or litigation.

Tobin & Associates, LLC, (DBA) Tobin & Associates, LLC., has owners that are not licensed as certified public accountants as permitted under Section 5079 of the Colorado Business and Professions Code. We do anticipate non-licensure owners will perform any services for the County. Tyler Tobin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

*As agreed upon by both parties on October 20, 2023 (see attached email string) Prowers County may terminate this Agreement upon giving 30 days' prior written notice to Tobin & Associates. Such termination will be effective 30 days after sending the notice on on the date stated in the notice.*

*Added 11/8/2023 by Mark Wisthoff, County Administrator  
M.W. Wisthoff*



Prowers County Government  
October 28, 2023  
Page 8

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. This letter will continue in effect until canceled by either party with thirty (30) days' notice.

Yours very truly,

**of Tobin & Associates, LLC**

*Tyler Tobin, Chief Hacker | Partner*

*October 28, 2023*

Response:

This letter correctly sets forth the understanding of the County.

Management's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Mark Westhoff <mwesthoff@prowerscounty.net>

---

## Tobin and Associates 2024 Agreement

---

Tyler Tobin <tyler.tobin@gmail.com>  
To: Mark Westhoff <mwesthoff@prowerscounty.net>

Fri, Oct 20, 2023 at 9:36 AM

That is fine with me. I'm okay with that adjustment.

*Warmest Regards,*

*Tobin & Associates, LLC*

**Tyler T. Tobin**  
M: 7193604856  
E: Tyler.tobin@gmail.com

On Oct 20, 2023, at 9:34 AM, Mark Westhoff <mwesthoff@prowerscounty.net> wrote:

Tyler,

Please see Rose's comment below.

### **Mark Westhoff**

Prowers County Administrator  
Prowers County Admin Office  
301 South Main St, Suite 215  
Lamar, CO 81052

mwesthoff@prowerscounty.net  
(719) 336-8029

----- Forwarded message -----

From: **Rose Pugliese** <puglieselawfirm@gmail.com>  
Date: Mon, Oct 16, 2023 at 9:43 AM  
Subject: Re: [BOCC-AGENDA] Tobin and Associates 2024 Agreement  
To: Mark Westhoff <mwesthoff@prowerscounty.net>  
Cc: BOCC Agenda Group <agendas@prowerscounty.net>

I would prefer to have a 30 day termination clause in the Agreement.

Thanks.  
Rose

On Thu, Oct 12, 2023 at 5:58 PM Mark Westhoff <mwesthoff@prowerscounty.net> wrote:  
: Rose,

Can you please review the attached agreement letter with Tobin and Associates to provide the County with our cybersecurity testing and audit for the next year?

Jana and Meranda, I do not have a date on the Agenda Item Sheet under "County Attorney Approved" since Rose hasn't reviewed it yet. If she approves while I am out, please add the date.

Note that this agenda item is under no rush.

Thank you,

**Mark Westhoff**

Powers County Administrator

*Powers County Admin Office*

*301 South Main St, Suite 215*

*Lamar, CO 81052*

mwesthoff@powerscounty.net

(719) 336-8029

--

You received this message because you are subscribed to the Google Groups "BOCC Agenda Group" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [agendas+unsubscribe@powerscounty.net](mailto:agendas+unsubscribe@powerscounty.net).

To view this discussion on the web visit [https://groups.google.com/a/powerscounty.net/d/msgid/agendas/CAC6QYhUrHhcpvobBRZyFw%3DFZNQg\\_KdeWuF2KuR0namZKh-JSnQ%40mail.gmail.com](https://groups.google.com/a/powerscounty.net/d/msgid/agendas/CAC6QYhUrHhcpvobBRZyFw%3DFZNQg_KdeWuF2KuR0namZKh-JSnQ%40mail.gmail.com).

--

Rose F. Pugliese, LLC

9235 N. Union Blvd.

Ste. 150, #128

Colorado Springs, Colorado 80920

970-589-3755 (cell)

[Puglieselawfirm@gmail.com](mailto:Puglieselawfirm@gmail.com)