

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625

(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, June 28, 2022

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

- a) June 14 BCC meeting minutes (pgs 3-11)
- b) 2022-65: Resolution for Transfer of Payroll Warrants (pg 12)
- c) 2022-66: Special Payroll (pg 13)
- d) 2022-67: Voided Warrants for the month of June (pg 14)
- e) 2022-68: Transfer of Intergovernment Funds for the month of June (pg 15)
- f) 2022-69: Resolution for Payment of Warrants (pg 16)
- g) 2022-70: Correction of Resolution 2022-36 (pg 17)
- h) 2022-71: Warrant for Payment of Purchase Cards (pg 18)
- i) Core Services contracts:
 - Mental Health Services/Children's Wellness Center (pgs 19-23)
 - Mental Health Services/G. Gurney - Yampa Valley Psychotherapy (pgs 24-29)
 - Mental Health Services/N. Gavic (pgs 30-35)
- j) Department of Public Health/ARPA grant agreement (pgs 36-63)
- k) Collaborative Management agreement (pgs 64-138)
- l) Department of Human Services Electronic Transactions for May (pg 139)
- m) Fair Entertainment contract – 1340 Band (pgs 140-143)
- n) Furniture package contract w/Workplace Resource (pgs 144-151)
- o) Health Insurance Related Services – Contract Amendment #1 w/Brown & Brown (pg 152)

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

- 1) Board of County Commissioners
 - Discuss County 4th of July holiday
 - Elections Process request (pgs 153 & 154)



10:45 AM 6/27/2022

9:00 am

Public Hearing:

- 2) **County Clerk's Office – Stacy Morgan**
 - Special Permit Liquor License/Angel Nicolas, Inc. (pgs 155-159)
-

Staff Reports:

- 3) **CSU Extension Office – Megan Stetson**
 - Request funds to secure Americorp Youth Development position (pg 160)
- 4) **Office of Emergency Management – Todd Wheeler**
 - Annual Ambulance Licensing (pgs 161-164)
- 5) **Public Health – Kari Ladrow**
 - Opt-in/Opt-out Opioid Fatality Payment program (pgs 165-180)
- 6) **Office of Development Services – Roy Tipton**
 - Bid Recommendation:
 - New Courthouse Network Equipment (pgs 181 & 182)
 - Request waiving bid process for 3 aerators at Maybell Waste Water Treatment Facility (pg 183)
- 7) **Natural Resources Department – Jeff Comstock**
 - Regional Solar Partnership:
 - Regional Partner agreement (pgs 184-187)
 - Bill Credit agreement (pgs 188-203)
- 8) **Employee Retirement Board – Robert Razzano**
 - Resolution 2022-72: Adopting Amended and Restated Moffat County Retirement Plan (pgs 204 & 205)

Adjournment

The next scheduled BOCC meeting will be Tuesday, July 12, 2022 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtu.be/WpjDvl9K7Eo>

OR

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>



**** Agenda is Subject to Change until 24 hours before scheduled Hearings ****
The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings

10:45 AM 6/27/2022

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

June 14, 2022

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member (ZOOM); Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Rebecca Tyree; Roy Tipton; John Williams; Denise Williams; Jim Howell; Carol Haskins; Allison Cutler; Dave Haskins; Gail Cattoor; Jeff Comstock; Tom Kleinschnitz; Tracy Winder; Tammy Raschke; Bruce White; Ed Wilkinson; Lennie Gillam; Pete Pleasant; Dennis Fredrickson; Kelly Hayes

Call to Order
Pledge of Allegiance

Commissioner Broom called the meeting to order

Broom made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 3-0.

Consent Agenda –

Review & Sign the following documents: (see attached)

Approve minutes:

- a) May 24; June 2 & 6 – Special Meeting(s)
- b) 2022-63: Resolution for Transfer of Payroll Warrants
- c) 2022-64: Resolution for Payment of Warrants
- d) Core Services contracts:
 - Mental Health Services/K. Gibbs
 - Mental Health Services/Ariel Clinical Services
 - Mental Health Services/J. Adams – Healthy Mind
- e) Colorado Works contract w/Prather Productions
- f) Colorado Child Care Assistance Program (CCCAP) MOU
- g) Colorado Works MOU
- h) Department of Public Health/Colorado Department of Public Health & Environment Task Order contract regarding Maternal/Child Health Services
- i) Department of Public Health/Colorado Department of Public Health & Environment Workforce Grant application
- j) Department of Public Health/Colorado Department of Public Health & Environment Contract Amendment #4
- k) Treasurer's Report
- l) Youth Substance Assessment & Treatment Grant application
- m) Maybell Rodeo Club lease
- n) Fairgrounds Sound System Agreement #2

Broom made a motion to approve the consent agenda items A-N. Bohrer seconded the motion. Motion carried 3-0.

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda

Public Comment/General Discussion:

Ed Wilkinson got up to ask if there was anything that could be done about an eyesore property on south Ranney Street? Commissioner Villard responded that she had some information regarding the property that she could share it with him after the meeting.

Dan Haskins, John Williams, Allison Cutler – Voter discussion (see attached)

John Williams presented and read a revised resolution regarding Electronic Voting Systems. This resolution replaces one that had been previously presented in April, but was tabled to allow for more information gathering. The group requested that because time was so short (prior to election judge training and the primary elections), that the BCC review and sign the resolution today. If it could not be signed today, they requested an emergency BCC meeting in order to sign the resolution. Villard asked County Attorney, Rebecca Tyree, for clarification on the fact that because the resolution had not been in the BCC board packet 24 hours in advance of the meeting, they could not make any kind of ruling on it. Tyree confirmed this. The group complained that they had been ignored and they were up against the wall (time-wise). Villard explained that they had not been ignored and had brought a lot of good information to the table. There has been a lot of work going on in the background and the County has been working at the “speed of government” because our hands are sometimes tied as to what we can do. It’s important to get information from both sides and make a decision in the middle.

Board of County Commissioners

- Election discussion

Commissioner Bohrer commented that he felt from the beginning of this controversy, it was an easy compromise to only use paper ballots and the tabulating machine; to not use the hand-held (ICX) voting machines (or discourage their use), only having them on hand if someone absolutely wanted (or needed) to use them. Commissioner Broom agreed and said he wouldn’t deny anyone that choice.

Villard moved to the extent that Moffat County can, and in compliance with State and Federal law, instruct the Moffat County Clerk not to use electronic voting machines. Bohrer seconded the motion. Motion carried 3-0.

- Appoint Land Use Board Environmental seat (see attached)

Miranda Kawcak submitted a letter of interest for the Environmental alternate seat on the Land Use Board.

Villard moved to appoint Miranda Kawcak to the Land Use Board as the Environmental seat alternate. Bohrer seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing(s):

Office of Development Services – Roy Tipton

- USDA Financial Assistance (Congressionally Directed Spending) (see attached)

Broom read the Public Hearing protocol and declared the Public Hearing open.

Tipton explained that Moffat County was awarded Congressionally Directed Spending monies and that the USDA is the conduit for the distribution of these funds. This Public Hearing is merely a box to “check” in the process.

Broom asked the audience if there was anyone that would like to speak for or against the approval of the USDA Financial Assistance. Dan Haskins asked what strings were attached to the federal money and what it's for? Tipton explained it's for the new courthouse project; site development, solar field and repurposing of the current courthouse site. There is no match money from the County.

Villard moved to accept the USDA Financial Assistance application for the Congressionally Directed Spending for the Courthouse. Bohrer seconded the motion. Motion carried 3-0.

Planning & Zoning – Jerry Hoberg

- Shreiner Replat – S-21-03 (see attached)

This is a replat of lots 2 and 3, owned by the applicant. Both lots will have access off of MCR 31. The Planning Commission approved the application. This Public Hearing notification was advertised in the legal section of the Craig Press (May 20, 2022) and posted on the Moffat County website.

Broom read the Public Hearing protocol and declared the Public Hearing open.

Hoberg explained that the applicants, Kelly and Janet Hayes, are just moving the lot line on their acreage so they can have a more efficient use (water and access) of the two five acre lots. The Planning & Zoning Commission approved this application at their June 7, 2022 meeting.

Broom asked the audience if there was anyone that would like to speak either for or against the Shreiner Replat. There was no testimony or comments.

Broom closed the Public Hearing

In regular session, Villard moved to approve the Shreiner Replat – S-21-03, as presented. Bohrer seconded the motion. Motion carried 3-0.

- Fredrickson CUP – C-22-03 (see attached)

Applicant wants to put in dwelling for temporary workers.

This Public Hearing notification was advertised in the legal section of the Craig Press (May 27, 2022) and posted on the Moffat County website.

Broom read the Public Hearing protocol and declared the Public Hearing open.

Hoberg described how Fredrickson would like to develop temporary housing for powerline workers that will be in the area soon. Hoberg got one letter of concern from a nearby homeowner concerned about a shared driveway; Fredrickson is willing to work with them to make it work for everyone involved. Broom asked for clarification about the type of housing that it was (oilfield man camps/heavy duty trailer houses).

Broom asked the audience if there was anyone that would like to speak either for or against the Fredrickson CUP – C-22-03. John Williams asked what guarantee there was that this would be only temporary? Thirty years ago, Shadow Mountain Village was only supposed to be temporary. Fredrickson replied that to his knowledge, the County reserves the right to revoke the Conditional Use Permit at any time.

There was no other testimony or comments. Broom closed the Public Hearing

In regular session, Bohrer moved to approve the Fredrickson CUP – C-22-03, as presented. Villard seconded the motion. Motion carried 3-0.

Office of Development Services – Roy Tipton

- Future of current Moffat County Courthouse (see attached)

Broom read the Public Hearing protocol and declared the Public Hearing open.

This is the second Public Hearing regarding this process.

Tipton presented a slide show detailing the history of the current courthouse and described how we got to the point of building a new courthouse:

- The new Moffat County Courthouse Occupancy Expected January 2023
- Combines Existing Courthouse Offices; Extension Office; Department of Human Services; Veterans Services; Public Health, and the County Employee Wellness Clinic into one building
- The current Courthouse needs a lot of costly work. Not practical to repurpose the building because of its condition and cost. Feasibility study done prior to purchasing K-Mart building; \$45 million to rehab the current building
- Maintaining one new building verses 4 old buildings.
- New building will be more efficient and less costly to maintain
- Utility Costs are \$87,000 per year for the Courthouse; \$101,979 for all 4 buildings.
- Projected Utilities for new Courthouse and administration offices is \$70,000 per year
- Once vacated, the buildings cannot remain as county property and will be sold.
- Property tax dollars will be recouped by selling existing buildings and or properties
- Phase II Environmental Study beginning August 2022. Already know there is asbestos that will need remediation
- Prepare for demolition Summer of 2023. County applied for Congressional Directed Spending and was awarded \$2.6 million for the demolition

Broom asked the audience if there was anyone that would like to speak either for or against the future of the current Moffat County Courthouse. There was no testimony or comments.

Broom closed the Public Hearing

Villard stated that she had heard from some citizens about the location of the Veteran's Memorial. If we were to sell the lot that the Courthouse sets on, where would the memorial go? Tipton described how on the new site, there will be a park-like area where he anticipated putting that. But, he is open to suggestions, depending on what would happen to the site of the current Courthouse.

Villard also commented about a tour that Lennie Gillam, Maintenance Director, conducted yesterday for a few people that had concerns about the building being demolished. After the tour, one of the individuals commented that he understands why it needs to come down, but he would like to see as much of the materials being salvaged as possible.

There was also some discussion about traffic control (onto Victory Way).

Villard asked Tipton, given the amount of attendance we had at the evening meeting on June 8th and the amount of comment at this meeting, did he feel that it was necessary to have any other Public Hearings on this topic? Tipton advised to see if the BCC got any more comments following this and the meeting with the City on July 13th. The BCC should be able to make an informed ruling on this at the July 26th meeting.

Office of Development Services – Roy Tipton

- New Courthouse project monthly progress report (see attached)

1. Exterior walls in Public Health and Commissioner Offices framing and insulation installed
2. Excavation started for maintenance building and new vestibule
3. Passed flow test for fire sprinklers
4. Old RTU's have been removed, new units are on site
5. Solar tube sky lights are installed
6. Drywall hard ceilings have started to be installed
7. Most of the East side of the building painted

Tipton showed a power point of slides of progress on the project and presented the following information:

- 4- week look ahead schedule
- BHI Pay Application #7 in the amount of \$1,374,346.00
- Treanor HL Pay Application #6 in the amount of \$50,985.00
- NWCC Pay Application #4 in the amount of \$6,614.00
- Contingency Log
- To date expenses: \$8,788,219.23

Villard moved to approve the BHI Pay Application #7 in the amount of \$1,374,346.00. Bohrer seconded the motion. Motion carried 3-0.

Villard moved to approve the Treanor HL Pay Application #6 in the amount of \$50,985.00. Bohrer seconded the motion. Motion carried 3-0.

Villard moved to approve the NWCC Pay Application #4 in the amount of \$6,614.00. Bohrer seconded the motion. Motion carried 3-0.

- Bid Recommendation:

- New Courthouse Furniture, Fixtures & Equipment (see attached)

Tipton spoke about how we will be reusing as much furniture as we can from the old to the new building. We will be replacing desks and some conference room furniture. Three bids were received: BC Industries - \$778,

158.58; Office Outfitters - \$776,184.76; Workplace Resource - \$702,631.47. Tipton had asked Workplace Resource as the low bidder to also give us an alternate bid for task chairs; that bid was \$70,684.65. Tipton recommended awarding the bid to Workplace Resource for \$702,631.47 plus the \$70,684.65; Tipton will renegotiate the contract and bring the final number back in two weeks, at the next BCC meeting. Workplace Resource is providing all of the furniture on the courts side of the building and the Court Clerks office purchased some items from them a year ago, so we know what kind of quality we would be getting. This furniture also has a 12-year warranty on it. The total amount would be \$773,316.12. The budgeted amount for these items is \$940,000.

Villard moved to approve the low bid with Workplace Resource for \$702,631.47 and to include the task chair cost of \$70,684.65, up to \$773,316.12. Bohrer seconded the motion. Motion carried 3-0.

The Commissioners emphasized that while we will try to reuse all the furniture that we can, for the sake of efficiency and time, the new furniture that will already be set up in the new building will allow for the fastest turn around time for public service.

- Solar Field Design contract (see attached)

This contract is for the 206-kilowatt solar field that will be located on the east side of the new courthouse, which will be paid for with the funds from the Congressionally Directed Spending. McKinstry has already done the solar field at the Public Safety Center, this would amend that contract to include the new courthouse. This falls under an Energy Performance contract, which should be a \$30,000/year energy savings.

Villard moved to approve the Solar Field Design contract with McKinstry as presented. Bohrer seconded the motion. Motion carried 3-0.

- EV Charging Station grant application (see attached)

This grant covers a Level II charging (6-8 hours of charging time) station, with conduits for expansion for two more stations. An employee survey was sent out to see what level of interest there was; we got 28 surveys back, with four people saying they either have an electric vehicle or were interested in buying one. Anyone using the stations would have to pay for the utility. The grant is for \$9,000; our total expense is \$35,706; the balance would be coming out of the Congressional Directed Spending money.

Villard moved to approve the EV Charging Station grant application with Charge Ahead Colorado as presented. Bohrer seconded the motion. Motion carried 3-0.

Road & Bridge Department – Bruce White

- Bid Recommendation(s): (see attached)
 - Mini-Excavator
 - Front-End Loader

The bid recommendation for the Front-End Loader was originally presented at the May 24th BCC meeting, but was tabled in favor of a workshop, which was held on June 7. Because of the cost overages on the Front-End Loader, the Road & Bridge Department is requesting to cancel the purchase of the Mini-Excavator. The HUTF monies that would have been spent on the excavator, plus money from a wrecked truck, will now be repurposed towards the purchase of the Front-End Loader. White recommended going with the bid from Wagner Equipment Company for a Cat 972BR Front-End Loader for \$449,978.31.

Bohrer moved to accept the bid from Wagner Equipment Company for a Cat 972BR Front-End Loader for \$449,978.31. Villard seconded the motion. Motion carried 3-0.

Natural Resources Department – Jeff Comstock

- Beeman Oil & Gas Well Division Orders (see attached)

These Division Orders are for the Bulldog 26-34H-894 well and the Diamond T Sheep 7-92-2-26 well. These wells were sold by Southwestern to Beeman Oil & Gas. By signing the Division Orders, it confirms the Royalty Percentage for each, and the County will continue to get monthly royalty checks (the School District get 60% of this).

Villard moved to approve signing the Beeman Oil & Gas Well Division Orders for the Bulldog 26-34H-894 well and the Diamond T Sheep 7-92-2-26 well. Bohrer seconded the motion. Motion carried 3-0.

- Letter of Support for Banjo Renewables LLC Solar Project (see attached)

Pat O'Toole, owner of this solar project, has been asking Senators Bennet and Hickenlooper for support on this project. The senators said that they couldn't give their support unless the County was on board. This project was granted a zoning change in June of 2020 by Moffat County Planning & Zoning Commission and Moffat County has been granted Cooperating Agency status by the BLM in connection with this project.

Bohrer moved to approve signing the Letter of Support for Banjo Renewables LLC Solar Project. Villard seconded the motion. Motion carried 3-0.

- BLM Cooperating Agency agreement (see attached)

This agreement allows Moffat County to participate in any access or BLM related issues regarding the Banjo Renewables LLC Solar Project. The biggest part of their interest in the project is access across Federal lands.

Villard moved to approve the Memo of Understanding between the BLM and Moffat County for Cooperating Agency status. Bohrer seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:47 am

The next scheduled BOCC meeting is Tuesday, June 28, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Link to view this meeting on the Moffat County YouTube channel:

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

RESOLUTION 2022-65
PAYMENT OF PAYROLL WARRANTS
Pay period ending 6/11/2022

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 6/24/2022

FROM FUND:

| | | | |
|------------------|-----------|--------------|----|
| General | 0010.7000 | \$247,709.17 | cr |
| Road & Bridge | 0020.7000 | \$162,466.24 | cr |
| Landfill | 0070.7000 | \$14,853.01 | cr |
| Airport | 0120.7000 | \$2,063.18 | cr |
| Library | 0130.7001 | \$10,511.97 | cr |
| Maybell WWTF | 0280.7000 | \$0.00 | cr |
| Health & Welfare | 0080.7000 | \$0.00 | cr |
| Senior Citizens | 0170.7000 | \$7,427.01 | cr |
| Mo Co Tourism | 0320.7000 | \$3,433.21 | cr |
| PSC Jail | 0072.7000 | \$82,065.83 | cr |
| Human Services | 0030.7100 | \$65,509.68 | cr |
| Public Health | 0065.7000 | \$16,236.87 | cr |
| SM I | 0168.7000 | \$3,821.65 | cr |
| SM II | 0169.7000 | \$4,475.85 | cr |

TO FUND:

| | | | |
|---------|-----------|--------------|----|
| Warrant | 0100.1000 | \$620,573.67 | dr |
|---------|-----------|--------------|----|

Adopted this _____ day of _____ A.D. 2022

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of
County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2022-66
PAYMENT OF PAYROLL WARRANTS
Special Payroll 06/27/2022

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 6/27/2022

FROM FUND:

| | | | |
|------------------|-----------|------------|----|
| General | 0010.7000 | \$0.00 | cr |
| Road & Bridge | 0020.7000 | \$0.00 | cr |
| Landfill | 0070.7000 | \$0.00 | cr |
| Airport | 0120.7000 | \$0.00 | cr |
| Library | 0130.7001 | \$0.00 | cr |
| Maybell WWTF | 0280.7000 | \$0.00 | cr |
| Health & Welfare | 0080.7000 | \$0.00 | cr |
| Senior Citizens | 0170.7000 | \$0.00 | cr |
| Mo Co Tourism | 0320.7000 | \$0.00 | cr |
| PSC Jail | 0072.7000 | \$0.00 | cr |
| Human Services | 0030.7100 | \$2,250.00 | cr |
| Public Health | 0065.7000 | \$0.00 | cr |
| SM I | 0168.7000 | \$0.00 | cr |
| SM II | 0169.7000 | \$0.00 | cr |

TO FUND:

| | | | |
|---------|-----------|------------|----|
| Warrant | 0100.1000 | \$2,250.00 | dr |
|---------|-----------|------------|----|

Adopted this _____ day of _____ A.D. 2022

Chairman

STATE OF COLORADO)

)ss.

COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2022-67
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF JUNE

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

6/28/2022

TO: WARRANT FUND 10-0000-2003 \$ 16,798.14 dr

| VOID FUND | WARRANT # | | VENDOR NAME | |
|--------------|-----------|------------|--|--------------|
| General | 432544 | 10/12/2021 | Jacksons Office Supply Check Lost | \$ 63.73 |
| PSC | 432544 | 10/12/2021 | Jacksons Office Supply Check Lost | \$ 49.99 |
| R&B | 1219 | 4/6/2022 | Amerigas Check not needed | \$ 1,163.06 |
| R&B | 1221 | 4/6/2022 | Amerigas Check not needed | \$ 144.74 |
| Landfill | 1222 | 4/6/2022 | Amerigas Check not needed | \$ 116.31 |
| R&B | 1223 | 4/6/2022 | Amerigas Check not needed | \$ 144.74 |
| R&B | 1242 | 5/7/2022 | Amerigas Check not needed | \$ 1,439.16 |
| Seniors | 433933 | 5/24/2022 | Rocky Mtn Automotive Check not needed | \$ 96.00 |
| General Fund | 1253 | 6/14/2022 | Century Link Check not needed | \$ 459.52 |
| R&B | 433994 | 6/14/2022 | GCR Tires & Services Separate Checks needed | \$ 13,120.89 |

FROM: WARRANT FUND 10-0000-1001 \$ 16,798.14 cr

Adopted this 28th day of June, 2022

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted on the date stated.

WITNESS my hand and seal this 28th day of June, A.D. 2022

RESOLUTION 2022-68
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JUNE 2022

WHEREAS, The budget of Moffat County defines moneys that are to be
cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and
he is hereby authorized to clear the following sum of money between the funds
as indicated:

| <i>From: (Fund)(cr)</i> | <i>Amount</i> | <i>To: (Fund) (db)</i> | <i>Amount</i> |
|-------------------------|-------------------------|------------------------|-------------------------|
| General Fund | \$ 108.00 | Social Services | \$ 108.00 |
| TOTALS | <u>\$ 108.00</u> | TOTALS | <u>\$ 108.00</u> |

Adopted this 28th day of June, A.D. 2022

Chairman

COUNTY OF MOFFAT)
)ε

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of
County Commissioners, County of Moffat, State of Colorado do hereby certify
that the above and foregoing is a true and complete copy of the resolution
as adopted on the date stated.

WITNESS my hand and seal this 28th day of June, A.D. 2022

Clerk & Recorder

RESOLUTION 2022-69
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2022

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

| FROM FUND: | Check Date: | 6/28/2022 | | |
|-----------------------------|-------------|--------------|----|-----------|
| General | 110 | \$93,676.82 | CR | 0010.7000 |
| Road & Bridge | 200 | \$268,264.95 | CR | 0020.7000 |
| Landfill | 240 | \$10,266.01 | CR | 0070.7000 |
| Airport | 260 | \$300.00 | CR | 0120.7000 |
| Emergency 911 | 270 | \$177.19 | CR | 0350.7000 |
| Capital Projects | 510 | \$5,171.46 | CR | 0160.7000 |
| Conservation Trust | 211 | \$1,397.12 | CR | 0060.7000 |
| Library | 212 | \$2,606.08 | CR | 0130.7001 |
| Maybell Sanitation | 610 | \$1,200.00 | CR | 0280.7000 |
| Health & Welfare | 720 | \$318,897.65 | CR | 0080.7000 |
| Senior Citizens | 215 | \$816.22 | CR | 0170.7000 |
| Internal Service Fund | 710 | | CR | 0325.7000 |
| Lease Purchase Fund | 410 | | CR | 0175.7000 |
| NCT Telecom | 520 | | CR | 0166.7000 |
| Mo Co Tourism Assoc | 219 | \$45.44 | CR | 0320.7000 |
| PSC - JAIL | 210 | \$16,578.89 | CR | 0072.7000 |
| Human Services | 220 | \$8,398.74 | CR | 0030.7100 |
| Public Health | 250 | \$1,554.67 | CR | 0065.7000 |
| Sunset Meadows I | 910 | \$1,008.61 | CR | 0168.7000 |
| Sunset Meadows I Security | 910 | | CR | 0167.7000 |
| Sunset Meadows II | 920 | \$652.09 | CR | 0169.7000 |
| Sunset Meadows II Security | 920 | | CR | 0171.7000 |
| Museum | 229 | | CR | 0310.7000 |
| ACET | 275 | \$1,200.00 | CR | 0040.7000 |
| Shadow Mountain LID | 530 | | CR | 0110.7000 |
| MC Local Marketing District | 231 | | CR | 0050.7000 |
| To Fund | | | | |
| Warrant | | \$732,211.94 | DR | |

RESOLUTION 2022-70
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2022
CORRECTION to Resolution 2022-36

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

| | Resolution Date: | 6/28/2022 |
|-----------------------------|------------------|----------------------------|
| FROM FUND: | | |
| General | 110 | DR 0010.7000 |
| Road & Bridge | 200 | CR 0020.7000 |
| Landfill | 240 | CR 0070.7000 |
| Airport | 260 | CR 0120.7000 |
| Emergency 911 | 270 | CR 0350.7000 |
| Capital Projects | 510 | CR 0160.7000 |
| Conservation Trust | 211 | CR 0060.7000 |
| Library | 212 | CR 0130.7001 |
| Maybell Sanitation | 610 | CR 0280.7000 |
| Health & Welfare | 720 | CR 0080.7000 |
| Senior Citizens | 215 | CR 0170.7000 |
| Internal Service Fund | 710 | CR 0325.7000 |
| Lease Purchase Fund | 410 | \$27,465.00 CR 0175.7000 |
| Telecommunications | 520 | CR 0166.7000 |
| Mo Co Tourism Assoc | 219 | CR 0320.7000 |
| PSC - JAIL | 210 | (\$27,465.00) CR 0072.7000 |
| Human Sevices | 220 | CR 0030.7100 |
| Public Health | 250 | CR 0065.7000 |
| Sunset Meadows I | 910 | CR 0168.7000 |
| Sunset Meadows I Security | 910 | CR 0167.7000 |
| Sunset Meadows II | 920 | CR 0169.7000 |
| Sunset Meadows II Security | 920 | CR 0171.7000 |
| Shadow Mountain LID | 530 | CR 0110.7000 |
| MC Local Marketing District | 231 | CR 0050.7000 |
| To Fund | | |
| Warrant | | \$0.00 DR |

RESOLUTION 2022-71
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2022

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

| | Check Date: | 6/28/2022 | | |
|-----------------------------|-------------|--------------------|----|-----------|
| FROM FUND: | | | | |
| General | 110 | <u>\$17,811.62</u> | CR | 0010.7000 |
| Road & Bridge | 200 | <u>\$4,069.23</u> | CR | 0020.7000 |
| Landfill | 240 | <u>\$1,450.32</u> | CR | 0070.7000 |
| Airport | 260 | | CR | 0120.7000 |
| Emergency 911 | 270 | <u>\$3,680.43</u> | CR | 0350.7000 |
| Capital Projects | 510 | <u>\$7,880.91</u> | CR | 0160.7000 |
| Conservation Trust | 211 | | CR | 0060.7000 |
| Library | 212 | <u>\$659.62</u> | CR | 0130.7001 |
| Maybell Sanitation | 610 | | CR | 0280.7000 |
| Health & Welfare | 720 | | CR | 0080.7000 |
| Senior Citizens | 215 | <u>\$1,368.83</u> | CR | 0170.7000 |
| Internal Service Fund | 710 | | CR | 0325.7000 |
| Lease Purchase Fund | 410 | | CR | 0175.7000 |
| NCT Telecom | 520 | | CR | 0166.7000 |
| Mo Co Tourism Assoc | 219 | <u>\$2,660.77</u> | CR | 0320.7000 |
| PSC - JAIL | 210 | <u>\$5,947.16</u> | CR | 0072.7000 |
| Human Services | 220 | <u>\$2,798.46</u> | CR | 0030.7100 |
| Public Health | 250 | <u>\$22,904.11</u> | CR | 0065.7000 |
| Sunset Meadows I | 910 | <u>\$5,040.18</u> | CR | 0168.7000 |
| Sunset Meadows I Security | 910 | | CR | 0167.7000 |
| Sunset Meadows II | 920 | <u>\$2,375.53</u> | CR | 0169.7000 |
| Sunset Meadows II Security | 920 | | CR | 0171.7000 |
| Museum | 229 | | CR | 0310.7000 |
| ACET | 275 | <u>\$3,230.58</u> | CR | 0040.7000 |
| Shadow Mountain LID | 530 | | CR | 0110.7000 |
| MC Local Marketing District | 231 | | CR | 0050.7000 |
| To Fund | | | | |
| Warrant | | <u>\$81,877.75</u> | DR | |

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Children's Wellness Center of Colorado, PLLC, 12150 East Brairwood Avenue, #202, Centennial, CO 80112**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Mental Health Assessment: \$125.00/hour
 - b. Mental Health Therapy: \$125.00/hour
 - c. Trauma Assessment: \$1,900.00/ episode
 - d. Trauma Informed Therapy: \$125.00/hour
 - e. EMDR Therapy: \$125.00/hour
 - f. Services are to be provided individually or in a family or group setting
 - g. Services will be pro-rated to the nearest quarter hour after a standard, initial 45-60 minute session.
 - h. If youth or family is eligible for Colorado Medicaid and provided service is Colorado Medicaid eligible, services are paid for by County only until such time that Contractor is approved to bill service cost to Colorado Medicaid.
 - i. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by the Contractor under this contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:

- i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. Contractor agrees:
 - a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge clients any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two

- months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
 - h. To provide County with reports on the provision of service as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - iii. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
 - i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
 - j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
 - k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the**

Board of County Commissioners. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tia Murry, Director

Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Christine Garcia (print name)
Co-owner (title)
Children's Wellness Center of Colorado, PLLC

6/10/2022
Date

PLEASE SIGN
& DATE

STATE OF COLORADO)
) ss.
COUNTY OF Broward)

Notarize

Subscribed and affirmed to before me this 10 day of June, 2022, by Christine Garcia, Independent Contractor.

Witness my hand and seal.

Michelle Burgess
Notary Public




Michelle Burgess
State of Florida
My Commission Expires 03/10/2024
Commission No. GG 957374

Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Tia Murry, Director Kristini Grojeda, manager


Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

(print name)
(title)

Date

Children's Wellness Center of Colorado, PLLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2022, by _____
_____, Independent Contractor.

Witness my hand and seal.

Notary Public

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Gary Gurney, Yampa Valley Psychotherapists, 2045 West Victory Way, Craig, CO 81625**, hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$90.00/hour and \$45.00/half hour
 - b. Group Therapy: \$40.00/event
 - c. Family Counseling: \$105.00/event
 - d. Anger Evaluation: \$325.00/event
 - e. Court Testimony, authorized preparation time and report writing: \$90.00/hour
 - f. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement **SHALL NOT EXCEED FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000.00)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any

loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by the Contractor under this contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
 - d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.
9. Contractor agrees:
- a. Not to assign any provision of this Contract to a subcontractor.
 - b. Not to charge clients any fees related to services provided under this Contract.
 - c. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
 - d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
 - f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.

- h. To provide County with reports on the provision of service as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.
 - ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - iii. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tia Murry, Director

Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Gary Gurney, LC

Gary Gurney
Yampa Valley Psychotherapists

5/24/22

Date

STATE OF COLORADO)
COUNTY OF Moffat) ss.

Subscribed and affirmed to before me this 26th day of May, 2022, by Gary Gurney,
Independent Contractor. By Gary Gurney.

Witness my hand and seal.

Amanda Marie Montano

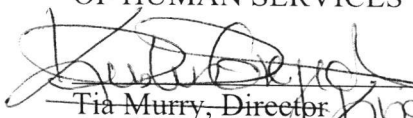
Notary Public

AMANDA MARIE MONTANO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20214032049
My Commission Expires August 12, 2025

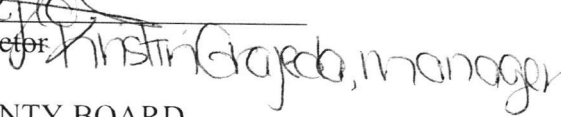
first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Tia Murry, Director

5/11/2022
Date


Kristin Gajda, manager

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Gary Gurney
Yampa Valley Psychotherapists

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2022, by Gary Gurney, Independent Contractor.

Witness my hand and seal.

Notary Public

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2022 - May 31, 2023**

1. THIS CONTRACT, made this _____ day of _____, 2022, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Natalie Gavic, LMFT, P.O. Box 776018, Steamboat Springs, CO 80477**, hereinafter called "Contractor."
2. This Contract will be **effective from June 1, 2022 until May 31, 2023**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at following rates:
 - a. Individual Counseling: \$110.00/hour
 - b. Family Counseling: \$120.00
 - c. If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as missed appointment, the County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement **shall not exceed TEN THOUSAND DOLLARS AND NO/100 CENTS (\$10,000.00)**. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure as its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract.

None of the services to be performed by the Contractor under this Contract shall be subcontracted or otherwise delegated.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - a. To determine child eligibility.
 - b. To provide Contractor with authorization regarding eligibility for a child or a family as the basis for services to be purchased.
 - c. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - d. To monitor the provision of contracted service.
 - e. To pay Contractor after timely receipt of billing statements according to Paragraph 9 (f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens-Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - a. Contractor/Consultant shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.

- d. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - i. Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- f. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- g. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

9. Contractor agrees:

- a. Not to assign any provision of this Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this Contract.
- c. To hold the necessary license(s) which permits the performance of the services to be purchased, and/or to meet applicable State Department of Human Services qualifications requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- g. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and law of the United States and State of Colorado.
- h. To provide County with reports on the provision of service as follows:
 - i. Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County approval.

- ii. At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
- iii. Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- i. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this Contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
- k. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: In accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employers' Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tia Murry, Director

Date

MOFFAT COUNTY BOARD OF HUMAN SERVICES
and the MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Natalie Gavic

Natalie Gavic, LMFT

June 13, 22

Date

PLEASE SIGN
& DATE

STATE OF COLORADO)

COUNTY OF LaPlatte) ss.

Subscribed and affirmed to before me this 13 day of June,
Gavic, LMFT, Independent Contractor.

Witness my hand and seal.

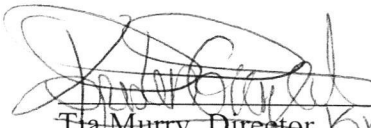
Marielle Feilinger
Notary Public

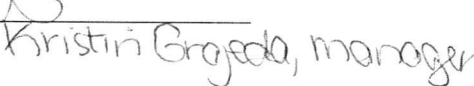
Notar

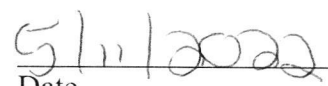
MARIELLE FEILINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224016738
MY COMMISSION EXPIRES 4-26-2026

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.
11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Tia Murry, Director


Kristin Grojeda, manager


Date

MOFFAT COUNTY BOARD OF HUMAN SERVICES
and the MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

Natalie Gavic, LMFT

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of _____, 2022, by Natalie Gavic, LMFT, Independent Contractor.

Witness my hand and seal.

Notary Public



COLORADO

Department of Public
Health & Environment

MEMO

| | | |
|--|--------------------------------|--|
| Title: Public Health Practice, Planning, & Local Partnerships (OPHP) American Rescue Plan Act (ARPA) Grant Agreement Amendment FY22 | | Office/division: Office of Public Health Practice, Planning, & Local Partnerships Office Director: Michele Shimomura |
| Program area: Core Public Health Services Services | | |
| To: Colorado Local Public Health Agencies | | |
| Issue date: January 31, 2022 | Effective: July 1, 2021 | Expires: June 30, 2022 |

Action Requested:

All local public health agencies with a Purchase Order from CDPHE for American Rescue Plan Act (ARPA) Local Support and Planning funds are requested to have your respective jurisdiction's signing authority sign in **two** places:

- 1) Exhibit E (Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS"), [Page 19](#).
- 2) The memo signature page, [Page 28](#)

These signatures will indicate 1) an agreement to the provision in Exhibit E and, 2) an agreement to both Exhibit D and Exhibit E, and confirmation of the receipt of this Memo.

Background:

CDPHE has issued unilateral purchase orders (PO's) for allocation of ARPA funding to LPHAs. The statement of work supports core public health services as seen at this [link](#). LPHA ARPA budgets were developed within the ARPA Expense Categories seen at this [link](#).

As required through the US Treasury, the following exhibits have been added and incorporated into the ARPA Core Service agreement.

- i. **Exhibit D, Federal Provisions**
- ii. **Exhibit E, Agreement with Subrecipient of Federal Recovery Funds**

Regulators at all levels are requiring increased transparency and reporting of these funds and subrecipients must retain specific documentation on all uses of these funds.

To confirm adherence to the federal provisions, CDPHE requires a copy of Exhibit E be signed and returned by email. The Exhibit E signature should follow local signatory rules and

delegation of authority. The signed Exhibit E and Memo page must be emailed to Michael Sieffert by April 15, 2022.

Funding Source:

| | |
|---|---|
| Federal Awarding Office | US Department of the Treasury |
| Grant Program | Coronavirus State and Local Fiscal Recovery Funds |
| Assistance Listing Number | 21.027 |
| Federal Award Number | SLFRP0126 |
| Federal Statutory Authority | Title VI of the Social Security Act, Section 602 |
| Amount to Local Public Health Agencies through CDPHE's Office of Public Health Practice, Planning, and Local Partnerships | \$10,000,000 |
| Expenditure Term of Purchase Order | July 1, 2021 - June 30, 2021 |

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant 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 Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "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>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4.** a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6.** a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.
- 2.1.5. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
- 2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.8. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. "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>. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;
 - 2.1.16.3. 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;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. 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.
- 2.1.17. "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.
- 2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

3. COMPLIANCE.

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

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

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

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.

- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

- a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

- a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

- a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

- a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

- a. Number of people or households receiving eviction prevention services (including legal representation)
- b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

- a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

- a. Measurement of the metric.

Other Economic Support (EC 2.13)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

- a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

- a. Number of workers enrolled in sectoral job training programs
- b. Number of workers completing sectoral job training programs
- c. Number of people participating in summer youth employment programs
- d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.

c. National Center for Education Statistics (“NCES”) School ID or NCES District ID

d. Number of students participating in evidence-based tutoring programs

Housing Childhood Environments (EC 3.6-3.9)

a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)

b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6). Healthy Childhood Environments: Home Visiting (EC 3.7). Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8). Healthy Childhood Environments: Other (EC 3.9). Housing Support: Affordable Housing (EC 3.10). Housing Support: Services for Unhoused Persons (EC 3.11). Housing Support: Other Housing Assistance (EC 3.12). Social Determinants of Health: Other (EC 3.13). Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14). Social Determinants of Health: Community Violence Interventions (EC 3.16)

a. Description of the metrics for disadvantaged communities served.

b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

c. Number of people or households receiving eviction prevention services (including legal representation)

d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

a. Description of metrics for disadvantaged communities served.

b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

a. Projected/Actual construction start date (month/year)

b. Projected/Actual initiation of operations date (month/year)

c. Location (for broadband, geospatial location data)

d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

- a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

Broadband projects (EC 5.16-5.17)

- a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
 - a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
 - b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps upload and download speed.
- b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
 - a. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - b. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - c. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those

not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

Infrastructure Project-Specific Reporting Requirements (EC5)

- a. Unique requirement(s), if applicable
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
 - 8.1.2.1. Subrecipient DUNS Number:
 - 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account:
 - 8.1.2.3. Subrecipient parent's organization DUNS Number:
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
 - 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5), narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the

State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

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

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. 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.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. 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.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees 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).
- 12.1.5.** Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in 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.
- 12.1.6.** 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 Agreement, 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.
- 12.1.7.** Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8.** Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

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

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Moffat County Board of County Commissioners, on behalf of Moffat County Board of Health

Subrecipient Name _____

Authorized Representative: Donald Broom

Title: Chair

Signature: _____

Please date, too!

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Colorado Department of Public Health and Environment
Office of Public Health Practice, Planning, & Local Partnerships
American Rescue Plan Act, Grant Agreement Amendment FY22

American Rescue Plan Act (ARPA) Memo Signature

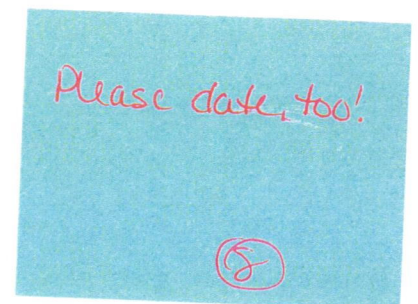
By signing this page the authorized representative for the Local Public Health Agency acknowledges receipt of this memo, understands and agrees to the additional provisions for ARPA. This signature indicates 1) an agreement to the provisions in Exhibit E, 2) an agreement to Exhibit D and, 3) confirmation of the receipt of this Memo.

Subrecipient Name Moffat County Board of County Commissioners, on behalf of Moffat County Board of Health

Authorized Representative: Donald Broom

Title: Chair

Signature: _____



MOFFAT COUNTY

MOU

SFY-2022-2023

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

This Agreement is made between the following statutorily Mandated Partners and Non-Mandated Partners to the Collaborative Management Program, each of which may herein be referred to individually as a "Party" or collectively as the "Parties":

MANDATED PARTNERS

1. **MOFFAT COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES**, located at 595 Breeze Street, Craig, CO 81625;
2. **14th JUDICIAL DISTRICT PROBATION DEPARTMENT**, located at 221 W. Victory Way, Ste. 301, Craig, CO 81625;
3. **14th JUDICIAL DISTRICT COURT**, located at 221 W. Victory Way, Ste. 300, Craig, CO 81625;
4. **MOFFAT COUNTY BOARD OF HEALTH**, located at 221 W. Victory, Craig, CO 81625;
5. **MOFFAT COUNTY SCHOOL DISTRICT(S)**, located at 775 Yampa Avenue, Craig, CO 81625;
6. **MIND SPRINGS MENTAL HEALTH CENTER**, located at 439 Breeze Street, Craig, CO 81625;
7. **BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY("RAE")**, called **ROCKY MOUNTAIN HEALTH PLANS** located at 2775 Crossroads Blvd., Grand Junction, CO 81506;
8. **DIVISION OF YOUTH SERVICES ("DYS")**, located at 801 Grand Ave., Grand Junction, CO 81501;
9. **DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO §27-80-107, C.R.S. ("MSO")**, called **WEST SLOPE CASA** located at 6919 Highway 82, Glenwood Springs, CO 81601;
10. **COMMUNITY DOMESTIC ABUSE PROGRAM PURSUANT TO §26-7.5-104 C.R.S. IF REPRESENTATION FROM SUCH PROGRAM IS AVAILABLE**, called **OPEN HEART ADVOCATES** located at PO Box 1050, Craig, CO 81626;

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

NON-MANDATED PARTNERS

11. **MOFFAT COUNTY YOUTH SERVICES DEPARTMENT (voting privilege)**, located at 221 W. Victory Way, Ste. 150, Craig, CO 81625;
12. **FAMILY ADVOCATE, Sheryl Zulian (voting privilege)**, located at 336 Bonderud Avenue, Craig, CO 81625;
13. **NORTHWEST COLORADO HEALTH (voting privilege)**, located at 745 Russell Street, Craig, CO 81625;
14. **BOYS AND GIRLS CLUB OF NORTHWEST COLORADO (voting privilege)**, located at P.O. Box 1251, Craig, CO 81626;

WHEREAS, Colorado Revised Statutes (C.R.S.) Section 24-1.9-102 authorizes the county department of human services/social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to families and children who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and for their mutual benefit, the Parties agree as follows:

Term of the Agreement. This MOU shall be effective beginning July 1st, 2022, and shall expire June 30th, 2023.

Renewal of MOU. The Parties may renew this MOU annually, subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after the expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to the expiration of the Agreement.

I. Oversight Group. The Parties agree that there is hereby created an Interagency Oversight Group (IOG) as authorized by C.R.S 24-1.9-102, that is identified locally as Moffat County IOG, whose membership shall be comprised of a local representative of each Party to this MOU. Membership requirements, the status of each Party as a voting member or advisory member, procedures for election of officers, procedures for resolving disputes, and procedures for the development of subcommittee groups can be found in the By-Laws/Procedure Guide attached

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

hereto as a labeled Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met. Any changes to the by-laws are considered a revision to the MOU and shall require new submission to the State with new signatures of all mandated and non-mandated partners.

II. Target Population. In recognition of the goals of the Collaborative Management Program (CMP), children, youth, and families across systems are identified and served according to their contact with collaborative programs. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. An Individualized Service and Support Team (ISST) includes two (2) or more system representatives that are present to assist a child/youth/family with developing an integrated service plan directed by family needs. The ISST identifies goals and facilitates collaboration and is a family-driven model for service planning. The child/youth/family members are present at and participating in the development of their plan. Moffat County IOG serves its target population(s) directly through an ISST(s) called:

- Moffat County Individualized Service and Support Team (“MC ISST”)
- Team Decision Making (“TDM”)

Moffat County IOG may also serve children, youth, and families within their communities through the Collaborative Management Program by providing multi-system prevention program(s). The target population for these prevention programs consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach. A multisystem prevention program must include two (2) or more system representatives that establish a program that facilitates collaboration and addresses needs not currently provided within the community.

- Youth Resiliency Program
- R Rules

III. Services. As authorized by Section 12 CCR 2509-4-7.303.32, Counties may elect to participate in CMP by entering a Memorandum of Understanding (MOU) that is designed to promote a collaborative system to coordinate and manage the provision of services to children, youth, and families who would benefit from an integrated multi-system approach to service and service delivery. The Parties agree to provide the following specific services, subject to the availability of funds for which the collaborative has authority as specified below.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

Services Defined:

- The CMP's ISST Model 1 is called Moffat County Individualized Service and Support Team ("MC ISST"). It functions as an integrated service planning model with specific policies and procedures as listed in Appendix C.

This ISST is linked to the following performance measure: CMP children/youth that received a child well visit

CMP youth with no substantiated abuse findings after CMP services began.

- The CMP's ISST model 2 is called Team Decision Making ("TDM"). It functions as an integrated service planning model with specific policies and procedures as listed in Appendix C.

This ISST is linked to the following performance measure: CMP medicaid eligible children/youth who received a behavioral health screen.

- The CMP provides a prevention program through the Youth Resiliency Program prevention program. It prevents multisystem involvement by including two (2) or more system representatives in the development of prevention programming. These systems include Moffat County School District, Northwest Colorado Health, and Boys and Girls Club of Northwest Colorado. Attached as a labeled Appendix C.

Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.

This prevention program is linked to the following performance measure(s): CMP children/youth with fewer disciplinary actions (referrals, suspensions, or expulsions) while involved in CMP services

- The CMP provides a prevention program through the R Rules prevention program. It prevents multisystem involvement by including two (2) or more system representatives in the development of prevention programming. These systems include Moffat County School District and United Way. Attached as a labeled Appendix C.

Prevention programs are mandated to meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.

This prevention program is linked to the following performance measure(s): CMP children/youth with fewer disciplinary actions (referrals, suspensions, or expulsions) while involved in CMP services

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

IV. Authorization to Contribute Resources and Funding. Each Party represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by Moffat County IOG to create a seamless, collaborative system of delivering multi-agency services to children and families. The resources and funding to be contributed are documented in the By-Laws/Guide Appendix A Section V: Funding Sources.

V. Funding Sources. Funding identified in this MOU may be a carryover from incentive funding or savings, additional funding provided to the CMP program, or any funds directed towards CMP. Additional funding may become available during the term of this MOU and the Parties agree to comply with any terms, conditions, and restrictions on the funding made available to them. The Parties agree to financial risk-sharing where commitments to support programs exceed the remaining monies available. The fiscal agent for Moffat County IOG is Northwest Colorado Health (defaults to County Human Services/Social Service Departments) and by signing here _____ (signature of fiscal agent) agrees to assume financial risk. The financial risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, Moffat County IOG projects a conservative budget based on currently available resources.

| Table of Resource Pooling SFY 2022-2023 | | |
|---|-----------------------------------|------|
| CMP Carry Over/Reserve Funds | \$ 96,015.03 as of March 31, 2022 | |
| Party | IN-KIND | CASH |
| 1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES | \$ 2,500.00 | \$ |
| 2. JUDICIAL DISTRICT PROBATION DEPARTMENT | \$ 4,300.00 | \$ |
| 3. JUDICIAL DISTRICT COURT | \$ 500.00 | \$ |
| 4. HEALTH DEPARTMENT | \$ 480.00 | \$ |
| 5. SCHOOL DISTRICT(S) | \$ 4520.00 | \$ |

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

| | | |
|--|---------------------|-----------|
| 6. MENTAL HEALTH CENTER | \$ 3000.00 | \$ |
| 7. BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY ("RAE") | \$ 3,330.00 | \$ |
| 8. DIVISION OF YOUTH SERVICES ("DYS") | \$ 1,100.00 | \$ |
| 9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO") | \$ 3000.00 | \$ |
| 10. COMMUNITY DOMESTIC ABUSE PROGRAM PURSUANT TO 26-7.5-104, C.R.S. ("DVP") | \$ 3000.00 | \$ |
| 11. MOFFAT COUNTY YOUTH SERVICES DEPARTMENT | \$ 3000.00 | \$ |
| 12. FAMILY ADVOCATE | \$300.00 | |
| 13. NORTHWEST COLORADO HEALTH | \$ 7922.00 | |
| 14. BOYS AND GIRLS CLUB of NORTHWEST COLORADO | \$1500.00 | |
| TOTALS | \$ 38,455.00 | \$ |

Total of CMP Carry Over/Reserve Funds = \$ 96,015.03.

Approximate total cash contribution = 0

Approximate total in-kind services/contributions = \$38,455.00.

Approximate total contribution = \$134,470.03

VI. Reinvestment of Funds Saved. Moffat County IOG has established a procedure to allow incentive funds received by the CDHS, and allocated pursuant to CRS 24-1.9-104, to be reinvested by the Parties to provide appropriate services to children and families who would benefit from multi-agency services has been approved by the head or director of each Party, as documented in the By-Laws/Guide Appendix A, Section X.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

The Parties agree by signing this MOU that the Moffat County IOG will review the CMP budget regularly to ensure that CMP funds are being used to serve children, youth, and families that are involved in multiple systems or at risk of involvement in multiple systems. This includes funds being used to serve children, youth, and families who are part of an ISST, CMP prevention program, or as a mechanism to increase collaboration among Parties.

VII. Collaborative Management Processes. Pursuant to section 24-1.9-102(2)(e), C.R.S., Moffat County IOG has established a collaborative management process addressing risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training. This management process shall be utilized by the ISSTs and CMP Prevention Programs when providing services to children and families serviced by the parties to this MOU, designed to reduce duplication and fragmentation of services, increase the quality, appropriateness, and effectiveness of services delivered to families, and encourage cost-sharing among services providers. All of which can be found in the By-laws/Procedure Guide attached as Appendix A. **By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met.**

VIII. Collaborative Management Program Elements.

Pursuant to section 24-1.9-102(2)(i) the Parties hereby determine that they will attempt to meet performance measures specified by the Colorado Department of Human Services, in conjunction with the Collaborative Management Program State Steering Committee, and elements of collaborative management to:

A. Reduce duplication and eliminate fragmentation of services provided to children, youth, and families who would benefit from integrated multi-agency services. The Parties will reduce duplication and fragmentation of services by: The MC IOG has identified a family meeting/staffing model and shared decision making to reduce duplication and fragmentation of services. All agencies involved with the referred families are invited to the staffing through the MC ISST. During the staffing, the MC ISST works as a team with the family to identify strengths, areas of concern, where the family is currently receiving services, and gaps in services and needs. The team then brainstorms ideas and identifies resources needed to reach the family's confirmed goals. The ISST then works together to create an Action Plan that is necessary for reaching the youth/family's goal to help them become successful. Throughout this process, cost-sharing and non-duplication of services are addressed, and an integrated service plan is created. Case Management is the responsibility of the CMP Coordinator.

This model also centers on a philosophy of family voice and choice. All new MC ISST members are trained in the above philosophy and methods to help reduce duplication and fragmentation, while increasing effectiveness, appropriateness, and cost-sharing amongst the agencies.

B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services, to achieve better outcomes; the Parties

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

will increase the quality, appropriateness, and effectiveness of services delivered through MC ISST incorporates a Wrap-Around Model within each staffing. The 10 Guiding Principles are:

10 Principles of the ISST Process

1. **Family voice and choice:** Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences.
2. **Team-based:** The wraparound team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.
3. **Natural supports:** The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
4. **Integration:** Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.
5. **Community-based:** The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.
6. **Culturally competent:** The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child/youth and family, and their community.
7. **Individualized:** To achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.
8. **Strengths-based:** The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.
9. **Persistence:** Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches an agreement that a formal wraparound process is no longer required.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

10. **Outcome-based:** The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.

Adherence to the agreed-upon governance and structure including the mission, shared values, ongoing monitoring of agency mandates and funding streams, establishment of common data collection and information sharing strategies, and continuous quality improvement efforts. The quality, appropriateness, and effectiveness of services are also accomplished through consistent representation at month to bi-monthly Moffat County IOG and ISST meetings.

C. Encourage cost-sharing among service providers. The Parties will encourage cost-sharing through in-kind contributions and collaboration among members and community partners to implement action plans of the MC ISST. Further cost-sharing will occur when program implementation is approved by MCIOG to provide a strong continuum of services.

Cost-sharing is also addressed at both the family plan level and the program level. Partners of this MOU regularly discuss and approve cost-sharing measures to ensure a strong continuum of services. This is evidenced in the blending and braiding that takes place to fund the ISST services.

IX. Performance Measures. Moffat County IOG determined how performance shall be measured and has selected three (3) measures in which the Colorado Department of Human Services shall determine incentive funding to the local IOG in a labeled Appendix E.

- 1) Moffat County IOG has selected the following as our first performance measure:
50% of youth with no substantiated abuse or neglect finding after CMP services began CMP
40 % of CMP children and youth that received a child well visit while involved with CMP
- 2) Moffat County IOG has selected the following as our second performance measure:
50% of CMP children/youth with fewer disciplinary actions(referrals, suspensions, or expulsions) while involved with CMP services
- 3) Moffat County IOG has selected the following as our third performance measure:
90% of CMP eligible children/youth who received a behavioral health screen

X. Process Measures. Pursuant to section Code of Colorado Regulations 7.303.35 (A), the Parties agree that they will attempt to meet process measures in order to receive the meaningful minimum portion of the collaborative management incentive funds.

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

Counties will receive the meaningful minimum (35% of total allocation) based on the two (2) following criteria: 1) Number of children, youth, and families served; and 2) Meeting three (3) of the six (6) process measures of collaborative management.

Please select all the process measures that the CMP site will be striving for. Each CMP site must select at least three (3).

- ☐ IOG meeting attendance (all partners signing MOU attending 75% of the time at 75% of scheduled meetings);
- ☒ Family agency or member participation on the IOG as a voting member;
- ☒ Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds;
- ☒ Use of Evidence-Based or Evidence-Informed practices;
- ☒ Process of Continuous Quality Improvement used by the IOG;
- ☐ Evidence of cost-sharing
 - ☐ *Insert description of how evidence of cost-sharing will be demonstrated*

XI. Data.

The Parties agree to use either the State-provided Efforts to Outcomes (ETO) database and/or the Child Welfare Information System (CWIS) for data collection for CMP-served clients. ETO shall be used for non-child welfare children, youth, and families to track participation. Trails or CWIS databases shall be used for all Child Welfare CMP served children, youth, and families.

The Parties agree by signing this MOU that the attestation statement shall be completed and the Parties shall comply with Operational Memo #OM-CW-2021-0017 prior to receiving incentive funds. The CMP site is responsible for ensuring there is no duplication of clients entered into ETO and/or Trails. Duplication is defined as a child, youth, or family that is counted twice for the same ISST meeting or prevention program and recorded in one (1) or more CMP data system(s). A child, youth, or family may be counted for multiple service episodes supported by several multi-systems partnerships.

XII. Confidentiality Compliance. The Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and Moffat County IOG. Any records used or developed by Moffat County IOG, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The Parties have developed a release of information that addresses the confidentiality needs of all Parties attached as Appendix D.

XIII. Termination of MOU. The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. The withdrawing party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little


COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

- A. Withdrawal/Termination.** Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- B. For Loss of Funds.** Any Party may withdraw from this Agreement or modify the level of its commitment of services and resources hereunder, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal in writing within 30 days.
- C. Distribution of Funds.** The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated as further described in the by-laws/procedure guide. Appendix A. XIII. Termination of Funds.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding and committed to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable).

| <i>Interagency Oversight Group Members</i> | |
|---|--|
| MANDATED PARTNERS | |
| 1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES | |
| Name and Title: Donald Broom, County Commissioner Address: 221 West Victory Way City/State/Zip: Craig, Colorado 81625 Phone: (970) 824-5517 Email: dbroom@moffatcounty.net Signature: | |
| 2. JUDICIAL DISTRICT PROBATION DEPARTMENT | |
| Name and Title: Timothy Griffith Agency: 14 th Judicial Probation Department Address: 1955 Shield Drive City/State/Zip: Steamboat Springs, Colorado 80487 Phone: (970) 879-5020 Email: timothy.griffith@judicial.state.co.us Signature: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> DocuSigned by:  5266957CFE2D4C5... </div> | |

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

3. JUDICIAL DISTRICT COURTS

Name: Michael O'Hara

Agency: 14th Judicial District Chief Judge

Address: 221 W Victory Way, Ste. 300

City/State/Zip: Craig, Colorado 81625

Phone: (970) 879-5020

DocuSigned by:
Michael O'Hara

9E7968A19D4C4BD...

Email: Click here to enter text.

Signature: _____

4. HEALTH DEPARTMENT

Name: Kari Ladrow, Public Health Director

Agency: Moffat County Board of Health

Address: 221 W Victory Way, Ste. 130

City/State/Zip: Craig, Colorado 81625

Phone:

DocuSigned by:
Kari Ladrow
D86E4D32A35141F...

Email: kladrow@moffatcounty.net

Signature: _____

5. SCHOOL DISTRICT

Name: Joel Sheridan, Interim Superintendent

Agency: Moffat County School District, RE-1

Address: 600 Texas Avenue

City/State/Zip: Craig, Colorado 81625

Contact Person: Renae Ogden

Phone: 970 824-3268

Email: joel.sheridan@moffatsd.org

Signature: _____

6. MENTAL HEALTH CENTER

Name: Mind Springs Health, Inc.

Address: 515 28 ¾ Road

City/State/Zip: Grand Junction, CO 81501

Contact Person: Doug Pattison, CFO

Phone: (970) 683-7082

Email: dpattison@mindspringshealth.org

DocuSigned by:

Signature: *Doug Pattison*

BB37AAAEFC44EB...


COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

7. BEHAVIORAL HEALTH ORGANIZATION/REGIONAL ACCOUNTABILITY ENTITY

Name and Title: Meg Taylor
Address: 2775 Crossroads Blvd
City/State/Zip: Grand Junction, CO 81506
Phone: (970) 243-7050

Email: Meg.Taylor@rmhp.org

Signature:  676E992F99E247E...

8. DIVISION OF YOUTH SERVICES

Name and Title: Dave Lee, DYS Western Region Director
Agency: Division of Youth Services
Address: 801 Grand Avenue
City/State/Zip: Grand Junction, Colorado 81501
Phone: (970) 241-4886

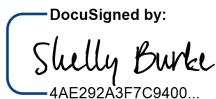
Email: Dave.Lee@state.co.us

Signature:  91F7AD46BBAD424...

9. MANAGED SERVICE ORGANIZATION

Name and Title: Shelly Burke, Managing Partner, West Slope CASA
Address: 185 Suttle Street, Suite 100
City/State/Zip: Durango, CO 81303
Phone:

Email: sburke@axishealthsystem.org

Signature:  4AE292A3F7C9400...

10. DOMESTIC ABUSE PROGRAM

Name and Title: Meghan Francone, Executive Director
Agency: Open Heart Advocates
Address: PO Box 1050
City/State/Zip: Craig, Colorado 81626
Phone: (970) 824-9709

Email: meghan.francone@MemorialRH.org

Signature:  46726322A44744F...

COLLABORATIVE MANAGEMENT MEMORANDUM OF UNDERSTANDING

SFY 2022-2023

NON-MANDATED PARTNERS

11. MOFFAT COUNTY YOUTH SERVICES DEPARTMENT

Name and Title: Tara Wojtkiewicz, Youth Services Department Director

Agency: Moffat County Youth Services

Address: 221 West Victory Way, Ste. 150

City/State/Zip: Craig, CO 81625

Phone: (970) 824-9150

Email: diversion@moffatcounty.net

Signature:

DocuSigned by:
Tara Wojtkiewicz
317DB0E5F32D4A0...

12. FAMILY ADVOCATE

Name and Title: Sheryl Zulian, Family Advocate

Address: 336 Bonderud Avenue

City/State/Zip: Craig, CO 81625

Phone: (970) 824-5558

Email: skzulian@outlook.com

Signature:

13. NORTHWEST COLORADO HEALTH

Name and Title: Stephanie Einfeld, Chief Executive Officer

Address: 940 Central Park Drive, Ste 101

City/State/Zip: Steamboat Springs, Colorado 80487

Phone: (970) 871-7625

Email: seinfeld@northwestcoloradohealth.org

Signature:

14. BOYS AND GIRLS CLUB OF NORTHWEST COLORADO

Name and Title: Dana Duran, Director

Agency: Boys and Girls Club of Northwest Colorado

Address: PO Box 1251

City/State/Zip: Craig, CO 81626

Phone: (970) 826-0411

Email: dduran@craigbgc.org

Signature:

APPENDIX A

BY-LAWS



Moffat County Interagency Oversight Group (MCIOG)

APPENDIX A

Moffat County Interagency Oversight Group ByLaws

Table of Contents

| | |
|--|----|
| I. NAME..... | 3 |
| II. MISSION..... | 3 |
| III. PURPOSE..... | 3 |
| A. MCIQG Mandatory Signer Membership Composition (10)..... | 3 |
| B. MCIQG Non-mandatory Signer Membership Composition (4) | 3 |
| C. Moffat County IOG Responsibilities | 4 |
| D. Alternate Designation | 4 |
| E. Conflict of Interest | 4 |
| F. Member Termination/Resignation..... | 5 |
| G. Voting..... | 5 |
| A. Officers | 5 |
| B. Nominations and Elections | 5 |
| C. Term of Office | 5 |
| D. Power and Duties | 5 |
| E. Removal of Officers..... | 5 |
| F. Vacancy of Chair or Vice Chair..... | 6 |
| VII. DISPUTE RESOLUTION..... | 6 |
| VIII. SUBCOMMITTEES..... | 6 |
| A. Establishment..... | 6 |
| B. Members | 6 |
| C. Subcommittee Chair's Power and Duties: | 6 |
| A. Collaborative Management Program (CMP) Coordinator | 6 |
| B. Fiscal Agent: | 6 |
| X. REINVESTMENT OF MONEYS SAVED | 7 |
| XI. RISK SHARING | 7 |
| XII. RESOURCE POOLING | 8 |
| XIII. TERMINATION OF FUNDS | 8 |
| XIV. PERFORMANCE EXPECTATIONS | 8 |
| XV. OUTCOME MONITORING..... | 8 |
| XVI. STAFF TRAINING..... | 8 |
| XVII. PARLIAMENTARY AUTHORITY | 9 |
| XVIII. AMENDMENT OF BYLAWS..... | 9 |
| XIX. VERIFICATION..... | 10 |

I. NAME

The name of this committee shall be the Moffat County Interagency Oversight Group (MCIOG).

II. MISSION

The mission of the MCIOG is, "Community Collaboration to Empower Youth and Families." The MCIOG is a collaborative interagency group that promotes the welfare of children and families through the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, involve family voice and choice, and are culturally sensitive. We share the mission in an effort to reduce and prevent duplication of services and further entrance or engagement with the legal and court systems; and to increase shared responsibility, resources, and decision making to serve Moffat County families with youth 0-21 years of age.

III. PURPOSE

A. System Collaboration: To establish a collaborative approach to the delivery of services that will increase the quality, appropriateness, and effectiveness of services and achieve better outcomes; and to comply with Colorado's HB 1451 regarding the Collaborative Management of multi-agency services provided to children and families.

B. Service Delivery: To reduce duplication and eliminate fragmentation of services provided to children and families. This will be done by facilitating and promoting the integration of the Individualized Service and Support Team (ISST), which coordinates and manage the provision of services to children and families who would benefit from integrated multi-agency services. And to allow the organizations providing treatment and services to provide appropriate services to children and families within existing consolidated resources.

C. Evaluation, Outcome Monitoring, and Technology: To review, on an ongoing basis, the effectiveness of programs including performance measures and outcomes, and to make recommendations for Continuous Quality Improvements consistent with the mission and goals of the CMP. To access and make recommendations regarding the technology needs involved in collaborative management.

IV. MEMBERS

A. MCIOG Mandatory Signer Membership Composition (10)

- 14th Judicial District Courts
- 14th Judicial District Probation Department
- Mind Springs Health
- Colorado Health Partnerships (BHO)
- West Slope Casa (MSO)
- Moffat County Department of Human Services
- Moffat County Board of Health
- Moffat County School District, RE-1
- Division of Youth Services
- Open Heart Advocates

B. MCIOG Non-mandatory Signer Membership Composition (4)

- Moffat County Youth Services Department
- Family Advocate
- Boys and Girls Club of Northwest Colorado
- Northwest Colorado Health

Voting Members of the IOG shall consist of the voting partners listed in the annual Memorandum of Understanding.

Non-voting community partners: If a community partner joins the IOG mid-year, they will remain a non-voting member until the beginning of the next fiscal year. The IOG will also include any non-voting community partners who are identified as such in the MOU. Potential additional partners shall submit in writing a statement of interest for membership to the Chair or Vice-Chair of the MCIOG. A subsequent meeting will be set by the Chair and or Vice-Chair with any new applicant within 30 days of their acceptance as a member to review the MCIOG goals, processes, and expectations for membership. The Agenda will include a line item for an informal interview by all the IOG members

C. Moffat County IOG Responsibilities

An MCIOG member shall perform his or her duties, including duties as a member of any subcommittee upon which the member may serve, with care and good faith, supporting the mission, goals, and objectives of the MCIOG. At a minimum these include:

- Read, provide feedback and engage in ALL IOG meetings. Implement the Rules and Regulations of the MCIOG MOU yearly.
- Engage in yearly Performance Measure outcomes, decision making, and process outcomes
- Define, submit, and monitor the Performance Measures and Outcomes
- The member should have the ability and authority to represent their agency or organization that serves the needs of children and families living within Moffat County.
- The authority to approve the contribution of time, resources, and/or funding to solve problems.
- Agreement to serve as the single voting representative from their agency, organization, or association approved with voting privileges.
- Signers to the MOU may approve to designate an individual as a representative for their agency at meetings by submitting a proxy letter.
- Regular attendance and active participation in meetings 75% of the time.
- Serve on at least one subcommittee (depending on need and current subcommittee work being engaged in through MCIOG). If current subcommittee work is active, then new members must participate in at least one subcommittee within three months of becoming a member
- Attend scheduled strategic planning sessions when applicable
- Comply with C.R.S Section 24-1.9-101-104 (House Bill 04-1451), including the MOU
- Be informed of and vote on matters coming before the MCIOG, including the election of officers
- Receive their own incentive money from the State and define the procedure allowing for the reinvestment of money saved
- Determine the use of the MCIOG incentive money
- Data compliance into TRAILS
- Determines how to measure cost savings

D. Alternate Designation

An MCIOG member may designate an alternate to represent his or her interests on matters that come before the MCIOG. Alternates may participate in deliberations, decisions, discussions, and votes. Mandatory signers of the MOU may designate a representative by submitting a letter designating an individual or the completion of a proxy. This must be completed each fiscal year.

E. Conflict of Interest

Any MCIOG member who is present at a meeting at which any matter is discussed in which s/he has a private pecuniary or property interest shall declare that s/he has a potential conflict of interest to the committee. S/he shall refrain from attempting to influence the decisions of the other members of the governing body in a voting matter. S/he also may not vote in respect to such a manner. Furthermore, any MCIOG member who has any other specific or identified conflict of interest with another member agency or direct MCIOG member that prevents fair and unbiased collaboration or ability to maintain member duties shall notify the Chair or Vice-Chair, of the conflict to work towards a resolution.

F. Member Termination/Resignation

Consistent non-compliance with "Member Duties" by non-mandatory MCIOG members may be subject to termination. The Chair or Co-Chair will reach out to the non-compliant member to discuss termination. Termination requests will be submitted to the board for decision. The Chair or Vice-Chair shall provide written notice of any termination. If a non-mandatory MCIOG member wishes to relinquish membership at any time, written notification should be submitted to the Chair or Vice-Chair.

G. Voting

Each membership (mandatory and non-mandatory) is allocated one vote per the identified member representative. Agencies that represent more than one entity in membership (ie Colorado West Regional Mental Health Center (CWRMHC) represents MSH and West Slope CASA (MSO), Colorado Health Partnership (BHO)/ Probation Department represents 14th Judicial District Probation and Court) shall only be allocated one vote regardless if all agencies are represented. The MCIOG Coordinator does not have a vote. A majority vote by a quorum shall constitute the voice and decisions of the MCIOG. A quorum is defined as 51% of voting members. The Chair shall not vote on decisions unless the vote is needed to break a tie. All voting protocols or procedures will apply to telephonic attendance. Emergency voting may occur via email if all information is transmitted to all members in a timely manner.

Moffat County's IOG will comply with all the Sunshine Law requirements.

V. OFFICERS**A. Officers**

The officers of the MCIOG shall be the Chair and the Vice-Chair. Additional officers may be elected or appointed by the MCIOG if the need is collectively identified and voted on for approval. No individual may hold more than one office at a time. Officers must comply with the terms and conditions of House Bill 1451 MOU.

B. Nominations and Elections

A current member of the MCIOG may nominate any member of the MCIOG in good standing (meets all membership requirements from the previous year) for the Chair and Vice-Chair. Elections will occur at the first business meeting after the State Fiscal Year (SFY). Elections shall occur by majority vote by the MCIOG members.

C. Term of Office

Terms shall begin at the close of the meeting with which officers were voted in, and shall last one year. Officers may be re-elected to serve an unlimited number of additional terms.

D. Power and Duties

It shall be the Chair's responsibility to:

- Preside each IOG meeting.
- Keep the MCIOG members informed of pertinent matters related to their responsibilities and duties.
- Set the meeting agendas for all meetings, unless otherwise directed in collaboration with the Vice-Chair.
- Represent the MCIOG and be the spokesperson for the MCIOG at governmental, community, or other meetings, or designate another MCIOG member in the Chair's absence if needed.
- Sign approved letters and other official documents on behalf of the MCIOG.
- Lead performance evaluation and of the CMP Coordinator
- Works directly with the fiscal agent
- Directs work expectations of the CMP with the guidance of the IOG members

It shall be the Vice Chair's responsibility to carry out all duties of the Chair in the Chair's absence.

E. Removal of Officers

Any officer elected by the MCIOG may be removed by an MCIOG majority vote during any scheduled meeting, with written notice. Anyone on the IOG can bring forward a conflict of interest. The written letter must be added to the Agenda for the next scheduled meeting. Written notice to remove the Chair should be provided to the Vice-Chair and written notice to remove the Vice-Chair should be provided to the Chair to then be added to the next scheduled IOG Meeting Agenda.

F. Vacancy of Chair or Vice Chair

If a vacancy occurs for the Chair, the Vice-Chair shall become the Chair for the remainder of that term, or until a new Chair can be voted in by a majority vote. If the Vice-Chair is vacant, the MCIOG may nominate a new candidate to be voted in through a majority vote, to then serve the remainder of the term.

VI. MEETINGS

Meetings shall occur regularly at locations and times as scheduled and agreed upon by the MCIOG. The frequency shall be no less than once every 2 months. Special sessions may be called by the Chair, Vice-Chair, or other MCIOG members as needed.

VII. DISPUTE RESOLUTION

A dispute will be submitted in writing to the Chair. The Chair will then attempt to resolve the dispute by facilitating discussion and seeking a solution through consensus agreement. If a consensus agreement is not reached, the members will vote on the issue and recommendations will be made to the department head of each participating agency. The department head of each agency will have final authority concerning personnel and fiscal matters related to their contribution and participation in the project.

VIII. SUBCOMMITTEES

A. Establishment

Subcommittees may be established by the Chair to serve the special interests, goals, or objectives of the program.

B. Members

Each subcommittee shall consist of a Chair and at least two additional members.

C. Subcommittee Chair's Power and Duties:

- Set the subcommittee agenda and preside
- Hold at least one meeting every two months until the task or objective is accomplished
- Address goals and objectives of the subcommittee
- Review and approve subcommittee minutes prior, then provide minutes to the MCIOG Chair
- Report any progress, outcomes to the MCIOG
- It is up to the IOG if the task or objective is accomplished

IX. STAFF

A. Collaborative Management Program (CMP) Coordinator

The MCIOG shall utilize its funding to hire a CMP Coordinator or to create/fund this position through an MOU from within its membership. The CMP Coordinator shall serve as staff to the MCIOG and as the ISST Facilitator.

Additional duties shall include:

- All duties will be voted on or assigned by the MCIOG
- Conduct research, and prepare data and reports for submission to the state per HB 1451 guidelines.
- Support coordination and communication efforts of the MCIOG, and the Chair (i.e. communicate meetings, agenda support, other as needed administrative support to the MCIOG).
- Attend all MCIOG meetings.
- Take minutes at all meetings and distribute them to the MCIOG members as defined by the process of communication with the Chair.
- Maintain member rosters for MCIOG and subcommittees.
- Maintain files or documents appropriate or needed for the functioning of the MCIOG.
- Facilitate ISST support team staffing and associated processes and documentation needs.
- Assist in the development and implementation of monitoring and or tracking of procedures, outcomes, etc.
- Maintain ISST bylaws and revisions, as well as the MCIOG bylaws and revisions.

B. Fiscal Agent

- The Department of Human Services will receive incentive funds from the CFMS and 100% will be passed on to the fiscal agent to be overseen by the IOG. The MCIOG shall designate a fiscal agent each June before the beginning of the State Fiscal Year (SFY). The MCIOG shall enter into an MOU with the local fiscal agent with the terms recommended by the state which could include a cost for services.
- The IOG will develop a budget based on the approved needs of the Moffat County IOG. A proposed budget will be presented to the IOG for a vote on an annual basis or when new monies are received
The services provided by the fiscal agent include:
 - Monthly monitoring and tracking of expenditures and revenue
 - Monthly reporting to the MCIOG Chair and members
 - Facilitation and coordination with CMP Coordinator, Northwest Colorado Health & MCIOG, and as needed for funding receipts and expenditures

C. Employer of Record

All accounts and records of the MCIOG and its subcommittees shall be open to the public at all reasonable times. Exceptions are permitted where a specific determination is made by the MCIOG that there is a legitimate public purpose achieved by withholding a document concerning legal, personnel, or proprietary information, as outlined in the Colorado Open Meetings Law and Colorado Open Records Act.

X. REINVESTMENT OF MONEYS SAVED

Individualized agency savings will be kept by the agency and used to support staff participation and in-kind contributions to the HB 1451 process. Earned dollars will be housed at Northwest Colorado Health and will be utilized to fund the HB 1451 Coordinator's salary and support the implementation of MCISST and MCIOG decisions. Incentive funds received by the DHS and allocated pursuant to CRS 24-1.9-104 will be reinvested in the IOG to provide appropriate services to children and families who would benefit from multi-agency services and support staffing. Funding requests will be accepted once per year. Funding requests can be used to finance positions and/or services that benefit children, youth, and families in a way that if the position/service did not exist, the results would be a bifurcated system and a burden would be placed on multiple systems. Funding requests must follow the established format and include a thorough explanation of:

- The target population and unmet needs within the community
- How the position/service will reduce duplication and eliminate fragmentation of services provided to children and families who would benefit from integrated multi-agency services, increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from integrated multi-agency services to achieve better outcomes for those children and families and encourage cost-sharing among service providers.
- Identified barriers to implementation and plans for sustainability without incentive funds
- Identified goals, objectives, and measurements that will show when a goal/objective is met
- Budget expenses and in-kind/cost-sharing matches

The MCIOG shall make determinations as to the investment of funds by a majority vote into program areas or to agencies providing CMP services. Investment shall be based on priority needs as identified in program goals and strategic planning.

Operating Reserve-The partners agree to protect against the risk of financial insufficiency to build, plan for and maintain an operating reserve equal to the cost of conducting the business of the partnership for a minimum of one (1) year of salary for the CMP Coordinator and six months of ISST youth staffing expenditures whenever the fiscal environment allows it. A one (1) year fiscal sustainability plan will be formed based on current funds using current year funding levels.

The IOG has complete authority over funding to make adjustments to sustain the plan throughout the fiscal year based on current incentive funds and budget.

XI. RISK SHARING

Legal and financial risk is fully assumed by each partner agency that supplies a service to children and families being served by the MCIOG. This thereby releases the MCIOG and its individual members of specific liability. Any community partners who receive funds from the MCIOG must provide in their funding request that they have legal and financial means before funds are dispersed. At a minimum of two times per fiscal year, MCIOG will receive an expenditure report compiled by the fiscal agent. The report will include current reserves, expenditures, spending trends, and fiscal sustainability plan. The Fiscal Agent shall be responsible to ensure that funds are spent in compliance with state, federal, and statutory guidelines.

XII. RESOURCE POOLING

All members of the MCIOG (mandated and non-mandated) agree, at minimum, to provide their time at designated MCIOG meetings to discuss the procedure, policy, best practices, protocols, and community needs. Any additional in-kind costs and time will be documented appropriately in the MOU. Each referred family in Moffat County will participate in the family MCISST staffing model/meeting. As the action plan is developed and implemented, each

member of the MCISST is encouraged to work together to share costs and time associated with services that are needed for a family. To build effective and efficient ways to pool resources, blending and braiding of funding will be utilized as it is a part of the systems framework.

This is specific to each action plan and organized by the MCIOG CMP Coordinator/ISST Facilitator.

These situations will be documented in the Annual Report to the Colorado Department of Human Services and full expenditure reports to the IOG.

XIII. TERMINATION OF FUNDS

In the event a mandatory member as defined by Statute, 24-1.9-102 (1)(a) should resign from the Moffat County IOG, an emergency meeting of ALL IOG members will be called within seven days to vote upon distribution of remaining funds. The withdrawing party does not have a say in how the funds are spent. The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. To the best of their ability, the withdrawing party will stay until the end of the Fiscal Year. The withdrawing party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services. The MCIOG shall make determinations as to the investment of funds by a majority vote into program areas or to agencies providing CMP services. Investment shall be based on priority needs as identified in program goals and strategic planning. This is an ongoing process and conversation to impact system involvement by providing resources, services, and support to those in need of multi-agency services.

This is outside of the operating reserves referenced in X. Reinvestment of Moneys Saved.

XIV. PERFORMANCE EXPECTATIONS

The goal of the MCIOG is to work in a coordinated and efficient approach to serve the needs of the children and families in Moffat County to ensure they have the skills, resources, services, assistance, and support needed to engage in meaningful, positive, healthy, and productive lives in the community. The MCIOG strongly supports evidenced-based practices, services, and programming that support the above goal. All members (mandated and non-mandated) of the MCIOG and MCISST and any associated subcommittees agree to uphold this in all functions, duties, and services provided through this collaboration.

XV. OUTCOME MONITORING

Outcomes monitoring for all programming and or services provided through the MCIOG will be reported bi-annually to the CMP Coordinator for inclusion in the year-end report. Data will be gathered for each measure. Child welfare will be cross-checked with the TRAILS system to indicate if there were any substantiated abuse or neglect findings after CMP services begin. The Colorado Youth Detention Continuum (CYDC) Case Manager will track youth involved with the juvenile justice system. The CMP has a specific school liaison to assist with tracking school moves quarterly. Our RAE for Region 1 will track the number of CMP Medicaid eligible children/youth who received a behavioral health screen. All members of the MCIOG (mandated and non-mandated) agree to provide, at minimum, annual data on the CMP youth involved and referred in the system. The CMP Coordinator agrees to supply referral data as needed to support the above outcomes tracking and reporting.

XVI. STAFF TRAINING

As new MCIOG members are added to the roster, the CMP Coordinator and MCIOG Chair will ensure the necessary board training and resources are provided to obtain participation. All designated delegates for membership will ensure their alternate attendees receive the appropriate onboarding training processes and resources to act on the agency's behalf (ie understanding all roles, responsibilities, and expectations). Other training needs and opportunities will be assessed by the MCIOG members for appropriateness and relevance to the stated goals, mission, and financial parameters of the CMP state guidelines.

The CMP Coordinator attends applicable trainings yearly, and any trainings local and regional that apply to the position such as family engagement facilitation training. Both the IOG and the CMP Coordinator meet annually for a Strategic Planning meeting to ensure effective communication around participation and engagement of CMP partners and expectation of the process and procedure for onboarding new CMP Partners.

It is the responsibility of the MCIOG to train staff at least once a year on programming.

XVII. PARLIAMENTARY AUTHORITY

The rules contained in the most current edition of Robert's Rules of Order shall govern the MCIOG and its subcommittees in all cases to which they apply and in which they are not inconsistent with these bylaws, any special rules of order the MCIOG may adopt, or as otherwise provided by law.

XVIII. AMENDMENT OF BYLAWS

These bylaws may be approved or amended in whole or in part by a majority vote by a quorum of the MC IOG voting members present during a regularly scheduled meeting provided any proposed changes to the bylaws are distributed in written form to ALL members at least ten days before the meeting at which action is to be taken on the proposed changes. Changes to the bylaws may be made at anytime, but they cannot be enacted until the next SFY. A quorum is defined as 51% of the voting members of the MCIOG.

XIX. VERIFICATION

The IOG members verify that the foregoing document is a true and accurate copy of the bylaws of the Moffat County IOG, which was approved at a meeting at the IOG held on the 12th day of April 2022.

Adopted May 12, 2015

Revision May 10, 2016

Revision May 9, 2017

Revision May 8, 2018

Revision May 14, 2019

Revision March 9, 2021

Revision April 12, 2022

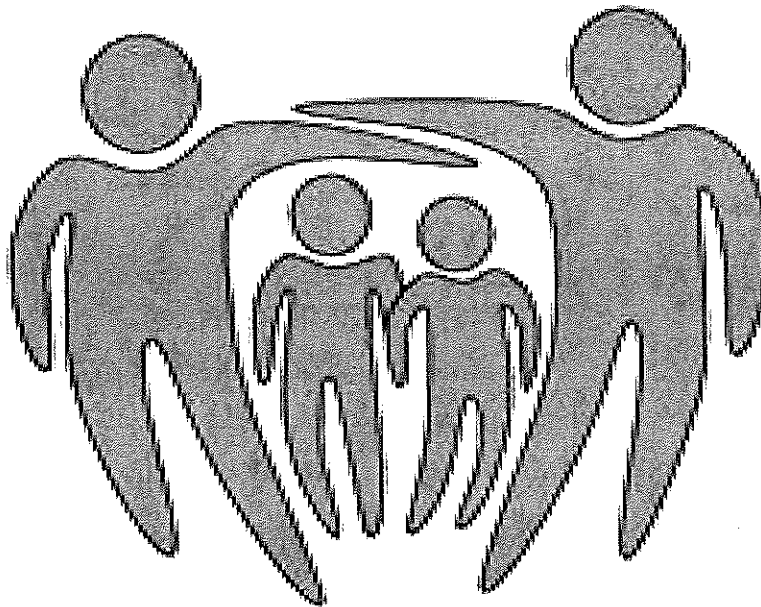
APPENDIX B

MOFFAT COUNTY ISST POLICIES AND PROCEDURES & BROCHURE

Moffat County

Individualize Service and Support Team (ISST)

Policies and Procedures



**Mission Statement: Community
Collaboration to Empower Youth and
Families**

Revised-March 9, 2022

ISST Quick Overview

Individualized Service and Support Team (ISST) Structure and Principles:

An ISST is a mandated component of the Collaborative Management Program (CMP) legislation via House Bill 04-1451. The Collaborative Management Program was implemented in Moffat County in 2006. A key mission of CMP is to coordinate, manage, and integrate the provision of services and supports to children, youth, and families across systems.

What is an Individualized Service and Support Team (ISST)?

An ISST is a collaboration among agencies/individuals who meet with eligible youth and their families who are involved in or would benefit from integrated multi-agency services. The TEAM assists them in identifying needed resources and services and improving the efficiency and availability of services identified. Specific ISST goals are to:

- provide support and/or services to eligible youth who have or need involvement with multiple systems or agencies or who may need access to their services and supports
- increase the quality, appropriateness, and effectiveness of services
- achieve better outcomes for youth who need services
- encourage cost-sharing among service providers
- reduce duplication and fragmentation of services among service providers
- connecting families to services and supports in a 2Gen approach aimed at holistically serving families, increasing positive outcomes, nurturing self-sufficiency, and fostering resiliency based on strengths

Who is Eligible for ISST Services?

Referred youth need to meet the following criteria (families of referred youth are also eligible for services if a need for those services is identified in the wraparound plan and supports a positive outcome for an eligible youth):

- require support or services in areas that limit independence and/or functioning and/or may impede their ability to participate in daily activities at home, school, or in the community;
- be between the ages of birth to the day the youth turns age 21;
- have involvement in health/mental health/education/juvenile justice agencies;
- be a voluntary and willing participant in the process;
- have exhausted all other likely sources of funding (if asking ISST for financial assistance).

Who Are the Members of the Individualized Service and Support Team?

The ISST is required to be composed of representatives from the mandatory signatories to the HB-1451 Collaborative Management Memorandum of Understanding (MOU), family members, and family advocates. Family member(s) at an ISST may be the child or youth, the child(s) or youth(s)

biological or adoptive parent(s), stepparent(s), foster parent(s), grandparent(s), legal guardian(s), sibling(s), extended family, kinship giver(s); friends or others as included by the family.

Team members include representatives from youth servicing agencies, including—but not limited to—Moffat County Department of Human Services, 14th Judicial District Probation Department, Northwest Colorado Health, Mind Springs Health, The Health Partnership, Division of Youth Services, Moffat County Youth Services, Moffat County School District, Open Heart Advocates, Moffat County Public Health, Boys and Girls Club of NW Colorado, Northwest Colorado Center for Independence, and others as deemed appropriate. The ISST also seeks the active participation and expertise of parents, extended family, and other support systems specific to each youth.

ISST Member Commitment Expectations

ISST members are asked to review e-mailed referrals in advance of each meeting. Occasionally, members may also be asked to participate in other e-mail correspondence with the facilitator, IOG, and/or other ISST members regarding miscellaneous issues affecting youth/families who are participating in the ISST process.

The Moffat County IOG recognizes that this is a voluntary position and sincerely appreciates the dedication of those willing to serve on the team. The value and effectiveness of the ISST process depend heavily on participation from the community.

Appointed members are asked to make a sincere commitment to attending and participating in meetings, or send a representative in their place. If a member has three consecutive absences and has not communicated with the facilitator to notify of these absences, it is with regret that the member may be asked to step down and designate/nominate an alternate representative from their agency.

ISST Member Confidentiality Agreements

The quality and integrity of the ISST process rely heavily on youth/families' information they share with the ISST and will remain confidential. As such, all appointed ISST members are required to sign an agreement stating they will maintain strict confidentiality regarding all cases discussed by the Team.

ISST Decision-Making Policy

Every effort is made to reach a consensus. Consensus is understood as:

Although some may not be in complete agreement, the proposal is within acceptable limits and all can agree to support it

When all cannot come to a consensus, the concerns of those who do not agree with the majority are heard and an effort is made to modify the proposal to accommodate diverse areas of expertise and opinion.

If attempts to achieve consensus by modifying the proposal are not successful, the issue will be decided by a majority vote. The record will show whether the proposal was adopted or not adopted, but that the decision was not unanimous and the names and opinions of those who support or do not support the decision will be recorded. The ISST facilitator shall only participate in a vote in the case of a deadlock.

What Happens at an ISST Meeting?

The ISST meeting format strives to ensure that youth/family strengths are considered in the development of all services. Families have a primary decision-making role in the care of their children. Youth and their families are full participants in the ISST process in identifying resources and services that will work best for them. This includes choosing culturally and linguistically competent supports, services, and providers; setting goals; designing, implementing, and evaluating programs; monitoring outcomes; and partnering in funding decisions. Family Voice and Choice are prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences. Though the process may vary depending on the case, the general format of an ISST meeting is as follows:

- Welcome;
- Brief introductions;
- A reminder of confidentiality agreements signed by the team member representing their agency;
- Permission from the family to share information;
- Background information is reviewed from the ISST referral form and additional information may be presented at this time;
- Identify strengths of child/family to be used for developing services;
- Confirm youth/family needs and intended outcome of the meeting (What is the purpose or goal of the ISST referral/request?);
- Discuss concerns, barriers/gaps to obtaining services
- Brainstorm resources and options the family may want/need to consider in meeting their stated needs/goals;
- Develop a specific integrated plan for the provision of services and/or allocation of funds;
- Assign reasonable and agreed upon deadlines to the action items;

Determine a schedule for follow-up if needed. The ISST Facilitator may ask members to take responsibility for follow-up on certain action items. The Facilitator will connect with the client and the ISST member to ensure needs are met.

How Do I Refer Someone to the ISST?

To refer a youth to the ISST please contact:

Susie Coleman, CMP Coordinator

Phone: (970) 871-7684

Email: scoleman@northwestcoloradohealth.org FAX: (970) 824-2548

Making a Referral to the ISST?

The referring agency staff is responsible for completing the referral paperwork and getting the Consent to Release Information form signed by the family. For a referral to be scheduled for staffing, **the referral form and consent form must be received**. When possible, the ISST Facilitator will be invited to meet with the referral party to explain the process and answer any questions. The referral will then be distributed to the ISST Team by the ISST Facilitator. Any ISST member may respond to the referral with additional information.

The referring staff will be responsible for:

- The referring party/agency is responsible for ensuring that the Referral and Consent to Release Information forms are complete upon submission and attending an ISST meeting to support the family.

ISST Referrals are triaged through a three-tiered lens:

Tier 1: A youth and their family may simply need to be connected to services and support in the community. The ISST brainstorms and identifies appropriate services and supports and approves associated costs sharing and/or flex funds requests as necessary.

Tier II: The need for short-term services or support is identified. The ISST determines if the youth and family are involved in or would benefit from integrated multi-agency services. Flex fund requests may be made and approved.

TIER III: These cases seek to engage youth and families with complex needs who are involved in or who would benefit from integrated multi-agency services. These referrals will be sent to our High-Fidelity Wraparound Supervisor. High Fidelity Wraparound facilitates the coordination of services and supports that may be long-term (lasting up to a year). A High Fidelity Wraparound staff member is assigned to the case and provides meeting coordination, facilitation, ISST updates, and family follow-up.

Individualized Service and Support Team Process:

1. The ISST Facilitator e-mails the ISST completed referrals as they are received (Completed Referral Form & Consent Form).
2. The ISST members are to provide narratives, if appropriate, about the client to the ISST Facilitator. This information will be shared with the family.
3. The ISST must receive pertinent information in writing no later than the Monday before the staffing. Additional information may be provided verbally at the actual staffing.
4. Participants will present additional information for the Team's consideration.
5. Based on the information received, the Team will make recommendations for the provision of services.
6. A reasonable time frame will be established for a follow-up review based on the Findings & Recommendations Form.
7. As much as possible, follow-up time frames will be assigned to the action items at the staffing.
8. If deemed necessary, a follow-up meeting will be scheduled at the end of the staffing or will be determined as case updates are received.
9. The facilitator will complete the Findings and Recommendation form and distribute it to the Team for review and any follow-up within 48 hours from the initial staffing.
10. The ISST Facilitator and agency responsible for the referral will make follow-up calls and emails to help manage the process and report back to the team as necessary.

ISST Funding Request Policy:

1. Other revenue sources have been explored
2. Funding requests have to be directly related, and move the youth or family towards their goal(s)
3. The financial Affidavit must be completed and reviewed by the ISST Facilitator
4. ISST must approve the request
5. The ISST Facilitator will submit a check request with supporting documentation to Cheryl Spahr, Northwest Colorado Accounting Clerk for payment
6. If additional fund requests are made after the initial staffing, an email will be sent to the ISST for approval. The Team has 72 hours or three business days to motion or decline the request

ISST Case Completion Criteria

An ISST referral is considered complete or closed when:

1. Youth goals are met and the Team votes to close the case. The family will then be notified of this and an exit interview will be conducted;
2. If several attempts to contact the family after the initial ISST meeting are unsuccessful. Usually, a case will be open for 90 days, at which time a letter will be sent to the family explaining that the case will be closed if contact is not made within 2 weeks of receipt of the letter;
3. A family leaves Moffat County.

ISST Flexible Funding

Flexible Funding is available money to help clients and families achieve their goals and become self-sufficient by removing barriers in their lives. Below are policies and procedures for the approval of flex funds to be used.

Family Flex Funds: (ISST members can approve up to \$1000 per family per year, depending on funding availability)

Funding requests will be considered after all information is presented in the ISST Meeting;

- ⬇ *What are the needs of the family?*
- ⬇ *Do the team members agree with the need as identified by the family?*
- ⬇ *Have the youth/family's strengths been explored concerning the identified need?*
- ⬇ *Has the team determined the amount of time/money necessary to meet the need?*
- ⬇ *Has the team discussed a plan for transitioning to family/community support?*
- ⬇ *Have all family, community, system, and provider resources been explored?*
- ⬇ *Have funds for this need been pursued from every other known available funding source?*
(ISST needs to be the payor of last resort)
- ⬇ *Does the request fit with the goals of the IOG to reduce duplication and eliminate fragmentation of services, and increase the quality, appropriateness, or effectiveness of services?*

A motion will be made by one of the voting member representatives and seconded by one of the voting member representatives.

If a need is identified that costs more than \$1000.00, the request will be brought to the IOG for discussion and approval.

The County Fiscal Agent will be provided with receipt(s) documenting the expenditure of flex funds.

The County Fiscal Agent will monitor expenditures and provide the CMP Coordinator and IOG with monthly expenditures and fund balances.

Moffat County ISST Members

| | |
|--|------------------------|
| Designee for Moffat County School District | (970) 826-6270 |
| Tanya Ferguson, Boys and Girls Club of NW Colorado | (970) 826-0411 |
| Alexa Brookshire, Moffat County Dept. of Human Services | (970) 824-8282 ex 2022 |
| Roberta Lamm, Probation /Judicial | (970) 824-7304 ex 307 |
| Jamie Frajoint-Daszkiewicz, Open Heart Advocates | (970) 824-9709 |
| Erin Parrot, Mind Springs Health | (970) 824-6541 |
| Brandi Long, Northwest Colorado Health | (970) 870-4112 |
| Whitney Bakarich, Youth Resiliency at NWCOH | (970) 871-7682 |
| Katrina Willey, MC Youth Services Department | (970) 824-9150 |
| Justin Roberts, Department of Youth Services | (970) 241-4888 ex 13 |
| Ashley Simonet, Northwest Colorado Center for Independence | (970) 819-7649 |
| Sarah Copeland, Moffat County Public Health | (970) 629-4003 |

10 Principles of the ISST Process

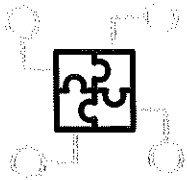
1. **Family voice and choice:** Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences.
2. **Team-based:** The wraparound team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.
3. **Natural supports:** The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
4. **Integration:** Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.
5. **Community-based:** The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.
6. **Culturally competent:** The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child/youth and family, and their community.
7. **Individualized:** To achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.
8. **Strengths-based:** The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.
9. **Persistence:** Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches an agreement that a formal wraparound process is no longer required.
10. **Outcome-based:** The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.

"COLLABORATION TO EMPOWER YOUTH AND FAMILIES"

Collaborative Management Program & Individualized Service & Support Team Services

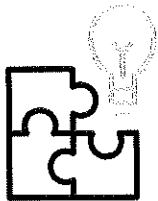
What is CMP?

The Collaborative Management Program was created to help families who are involved in several agencies and require a multi-agency service plan to focus on the family's needs and goals.



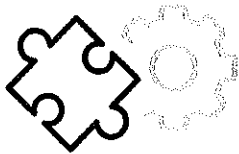
What is an ISST?

The Individualized Service and Support Team is a collaboration of professionals who have different areas of expertise that come together to support children/youth and their families who may be involved with DHS, school, youth services, probation, the courts, mental health, or domestic violence agencies. The ISST comes together focusing on the family's strengths to provide resources, services, and supports to help meet the family's goals.



ISST Goals

- Family Voice and Choice
- Brainstorm solutions
- To provide a positive outcome for the families that we serve
- To provide one coordinated service plan
- To cost-share among agencies to make sure you have the financial support you need to be successful.



What happens at an ISST?

The ISST format strives to ensure youth and family strengths are considered in the development of all services and that the families are full participants in identifying resources and services that best work for them.



What can the ISST do for me?

Think of the ISST as your village to support your family in reaching their goals. The ISST can help with:

- Access to health/mental health services
- Funding prosocial activities, after school sports, and recreation programs
- Workforce support and experience
- Financial freedom
- Parenting support
- Transportation
- Substance use services
- And much, much more!!

ANYONE CAN MAKE A REFERRAL.
School counselors/teachers, caseworkers,
therapists, health professionals, etc!

NORTHWEST COLORADO
HEALTH

Contact Susie Coleman, CMP Coordinator/ISST Facilitator
(970) 871-7684 • scoleman@northwestcoloradohealth.org

What Happens at an ISST Meeting?

The ISST meeting format strives to ensure that youth and family strengths are considered in the development of all services and that youth, and their families are full participants with the ISST in identifying resources and services that will work best for them. The process may vary depending upon the case, but the general format of an ISST meeting is as follows:

1. Welcome
2. Introductions
3. Confirm youth/family needs and the intended outcome of the meeting. (What is the purpose or goal of the ISST referral/request?)
4. Identify strengths of the child/youth and family to be used for developing services
5. Discuss concerns, barriers/gaps to obtaining services
6. Brainstorm resources and options the family may want or need to consider to meet their stated goals and needs.
7. Develop an integrated service plan for the provision of services and/or allocation of funds

How Do I Refer Someone to the ISST?

To refer a youth to the ISST please contact:

Susie Coleman

CMP Coordinator/ISST Facilitator

745 Russell Street, Craig, Colorado

970-871-7684

Email:

scoleman@northwestcoloradohealth.org

MOFFAT COUNTY



INDIVIDUALIZED SERVICE AND SUPPORT TEAM

The ISST is an initiative of the Moffat County Collaborative Management Program and facilitates actions and activities to accomplish the goal of House Bill 1451 Collaborative Management Program



What is the ISST?

The ISST is a collaboration among agencies and individuals that meet with at-risk youth and their families to assist them in identifying needed resources and services to improve the efficiency and availability of services.

Specific ISST Goals

- ❖ Provide support and/or services to youth who may be involved in multiple systems or agencies or who may need access to their services and supports.
- ❖ Increase the quality, appropriateness, and effectiveness of services to children, youth, and families who would benefit from integrated multi-agency services.
- ❖ Achieve better outcomes for youth who need services and support.
- ❖ Encourage cost-sharing among service providers.

- ❖ Reduce duplication and fragmentation of services among service providers.

Who Are the Members of the ISST?

Team members include representatives from the following community organizations:

- Moffat County Department of Human Services
- 14th Judicial District Probation Department
- Moffat County Youth Services Department
- NORTHWEST COLORADO HEALTH
- Division of Youth Services
- Mind Springs Health
- Open Heart Advocates-Crisis Support Services
- Boys and Girls Club of NW Colorado
- The Health Partnership
- Northwest Colorado Center for Independence
- Moffat County Public Health Nurse

The ISST also seeks parents' active participation and expertise, extended

family, and other support systems specific to each youth.

Who is Eligible for ISST Services?

Referred youth need to meet the following criteria:

- At-risk children and youth ages birth to age 21 who reside in Moffat County.
- Be involved with DHS, probation, the courts, public health, community mental health, school district, domestic violence, and/or juvenile justice agencies.
- Be a voluntary and willing participant in the process.
- Require support or services in areas that limit independence and functioning and may impede their ability to participate in daily activities at home, school, or in the community.
- The desire for one coordinated service plan among agencies.

Families of referred youth are also eligible for services if a need for those services is identified in the treatment plan and supports a positive outcome for the eligible youth

APPENDIX C

ISST AND PREVENTION PROGRAM DESCRIPTIONS

Moffat County ISST's Descriptions

- The CMP's ISST Model 1 is called the Moffat County Individualized Service and Support Team ("MC ISST").

It is facilitated by the CMP Coordinator. Member agencies in attendance may include Mind Springs Health, Northwest Colorado Health, 14th Judicial District Probation Department, Moffat County School District, Department of Human Services, Division of Youth Services, Moffat County Youth Services, Boys and Girls Club of NW Colorado, Open Heart Advocates, Public Health, Northwest Colorado Center for Independence and The Health Partnership.

This ISST(s) model takes a two-generation ("2Gen") approach in an effort to holistically serve Colorado's families by creating opportunities for addressing the needs of both the vulnerable children and their parents together to increase positive outcomes, nurture self-sufficiency, and foster resiliency based on the strengths and assets rather than the deficits. Our ISSTs include recommendations/referrals to connect both the child and adult to services to support the family's well-being and additionally provide opportunities to acquire the skills, training, or employment needed to become successful in their daily lives. During an ISST, adult family members are connected to service and supports including, but not limited to Workforce Center where they are able to gain job readiness skills training (School to Work Alliance, Colorado Works, etc.), financial planning services, resume building, and employment.

Research shows that a child's developmental path is influenced by their relationships with the important people in their lives. The two-generation approach seeks to address the issues by developing a multi-agency service plan for both children and parents.

Integrated services provided by collaborative partnerships with DHS, Mind Springs, Moffat County School District, Northwest Colorado Health, Workforce Center, Parent Education Center, and other community-based programs for both the youth and their family to meet their intended outcomes or goals may include: Connection to SNAP, Summer Food Assistance Programs, Emergency Food Assistance, Medicaid, low-income housing, and energy assistance programs (LEAP), domestic violence services, mental health services, and treatment programs and substance abuse services.

- The CMP's ISST Model 2 is called Family Engagement Meeting ("FEM").

This ISST promotes increased engagement by families in permanency planning, service coordination, continuity, and consistency in case management and case closure for the family who would benefit from multiple disciplines in the delivery of services and creation of an integrated service plan. The Department of Human Services is the lead agency for hosting the FEM. The Family Engagement Meetings include a trained facilitator, a case supervisor, a caseworker, and the youth's parents or caregivers. Other parties that may be invited to the

meeting may be extended family or supportive parties. The goal is to help families and children swiftly and safely stabilize so that they may successfully leave the child welfare system. Family Engagement Meetings will focus on the strengths and needs of all family members. Not just one child at a time.

FEMs are scheduled every ninety (90) days when a child is in out-of-home care, and every six (6) months when a child is in-home, in addition to the standard meetings that occur when a case opens. A multiple agency service plan will be developed with a two-generation approach (“2Gen”) that will address the identified needs of both the vulnerable children and their caregivers. Member agencies that may be invited to the FEM could include the CMP Coordinator, Mind Springs Health, 14th Judicial District Probation Department, Division of Youth Services, Moffat County School District, Open Heart Advocates, Colorado Youth Detention Continuum (“CYDC”) Case Manager and a Guardian *ad Litem* (“GAL”). Integrated services provided by collaborative partnerships with DHS, Mind Springs, Moffat County School District, Northwest Colorado Health, Workforce Center, Parent Education Center, and other community-based programs for both the youth and their family to meet their intended outcomes or goals may include: Connection to SNAP, Medicaid, Emergency Food Assistance, low-income housing, and energy assistance programs (LEAP), domestic violence services, mental health services, and treatment programs and substance abuse services.

➤ The CMP’s ISST model 3 is called Team Decision Making (“TDM”). The TDM meets to address the youth who are struggling with completing their conditions of diversion/probation or when a youth has been admitted to the Department of Youth Services. The trained facilitator is the Colorado Youth Detention Continuum Case Manager. The team meets to discuss dynamics and develop a coordinated plan utilizing the information from the joint assessment process to create one plan for the family and youth that is presented to the court. System-level factors include partnering with families and youth, information sharing, cross-systems collaboration, and impacting permanency and self-sufficiency. By collaborating and developing partnerships with youth-serving agencies, funds can be blended to provide alternative supports for the youth. The CMP partners consist of members from Moffat County Youth Services, Moffat County School District, Department of Human Services, Mind Springs Health, and the 14th Judicial District Probation Department. The goal is to develop a Two-Generation Approach transition plan with the youth and parents who would benefit from multiple agencies in the integrated service plan. Integrated services provided by collaborative partnerships with DHS, Mind Springs, Moffat County School District, Northwest Colorado Health, Workforce Center, Parent Education Center, and other community-based programs for both the youth and their family to meet their intended outcomes or goals may include: Connection to SNAP, Medicaid, Emergency

Food Assistance, low-income housing, and energy assistance programs (LEAP), domestic violence services, mental health services, and treatment programs and substance abuse services.

Moffat County Prevention Program Descriptions

Youth Resiliency

The Youth Resiliency Prevention Program prevents multisystem involvement by including two (2) or more system representatives in the development of prevention programming. These systems include Moffat County School District, Northwest Colorado Health, and Boys and Girls Club of Northwest Colorado.

Moffat County IOG provides coordination and oversight for the program which supports students at the Elementary schools, Craig Middle School, and the Boys and Girls Club. The goals align with the mission of the CMP.

The Youth Resiliency Program takes an evidence-based approach to addressing the feelings of grief and loss that children and youth experience associated with divorce, death, chronic illness, abandonment, addiction, and homelessness to prevent future negative health outcomes, risky behaviors, and build resiliency. The Youth Resiliency program uses small support groups and classroom presentations to offer age-appropriate activities to help youth reframe situations to better navigate the coping process and build self-esteem and self-awareness. It is understood there is a population of participants that have or will need involvement with Moffat County health/mental health, human services, education, or juvenile justice agencies. The goal is to increase the protective factors of connectedness. This program was developed to improve health and reduce risky behaviors associated with adverse childhood experiences (ACES). It also aims to increase attendance and productivity in school, reduce the stigma associated with behavioral health, and improve long term health. The prevention program is a trauma-informed upstream approach interventions directly address adversity and combat the inequities that create health disparities to support children and trusted adults through engagement in: Resiliency Skills Education, Supportive Art Groups, Music-Based Connection Groups, Community Presentations, Music Showcase Performances, Caregiver Support, Mentorship, Community Outreach, Educator/Agency Trainings.

Youth Resiliency anticipates reaching Moffat County Youth in 5th through 8th grade through at least 500 encounters in 2022 through their program.

Key concepts of resiliency as identified by Harvard University's Center on the Developing Child include "identifying a supportive adult, building self-efficacy skills, providing opportunities to strengthen adaptive skills and self-regulatory capacities, and mobilizing sources of hope" (National Scientific Council on the Developing Child, 2015, p.5) are woven into each group.

Harvard's research into resiliency states that the number one factor is a safe, stable, and consistent adult. The program aims to give students the tools to know various places to

advocate within their family and community. It also gives them the language to advocate to those adults. Self-efficacy is defined as the evaluative capacity to judge personal ability to cope with a situation. If kids believe that they can do it, research indicates that they will be able to resource through difficult situations.

Developing awareness of dysregulation and then teaching coping and regulation skills is woven into each group. The community outreach component helps students understand their environment and traditional, community-specific ways to access resources.

How we serve

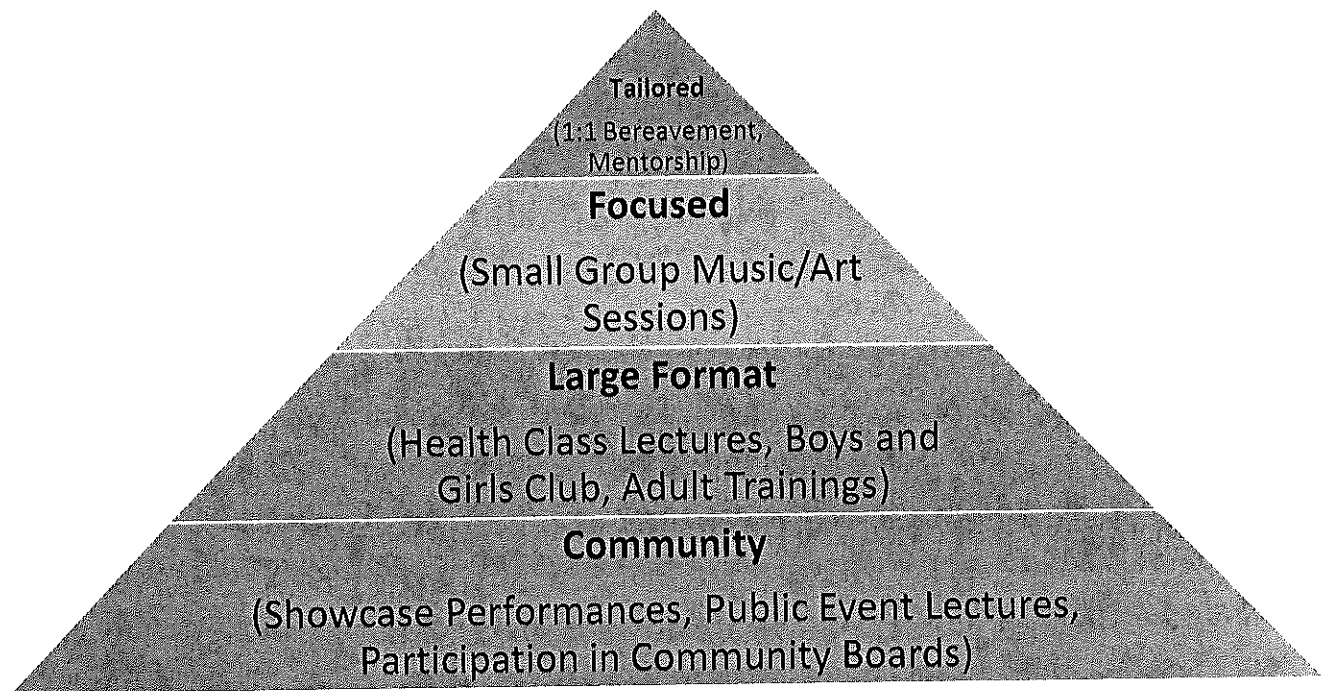
There are several tiers of service of the Youth Resiliency Program, but all are community-based. The Youth Resiliency team travel to where the youth is so that 1) they feel comfortable in an environment they are familiar with and 2) overcome barriers to access such as transportation/scheduling.

Tailored services are delivered on a time-limited basis. Many times, when there is a death, access to therapy services is limited by access and waitlists. Additionally, there are times when issues arise in a group setting that need to be addressed on a 1:1 basis. When the need arises for intervention rather than prevention, YR staff work with the family to set up therapy services with a local professional.

Focused Small Group Sessions: Art and Music-Based small group sessions are focused for 6–10-week sessions. These groups are called “closed groups” which means that the same cohort of students continue through the entire 6-week program. Small groups occur during the school day at the students’ school. At times, these groups also occur outside of school hours. Small groups use age-appropriate activities to build resiliency skills and help youth reframe situations, so they are better able to navigate the coping process and build self-esteem and self-awareness. During small groups, youth can connect to peers who have experienced similar challenges and learn to communicate about their emotions. Teaching students about stress helps them deal with a variety of life’s adversities. Examples of these include summer programming at the Craig Boys and Girls Club.

Large Format: These large format events function to increase awareness of resilience skills. These include guest-lectures to health classes, wellness events at Craig Middle School, single session open-format groups at Boys and Girls Club/Totally Kids, and adult training for youth-serving organizations. The goal is to have each adult working with youth in the district be trauma-informed, know how to respond when youth are stressed, and be aware of available supports. COVID and the isolation it brought to youth and their families due to virtual/remote learning in March of 2020 until now has had a huge impact on the mental health of our community.

Community: Community Events are defined as open to the public. These include Music Showcase Performances such as the Colorado Mountain College (CMC) music club concert that happened in November 2021.



The staff has found it vital to teach ALL students, so they are not just able to “get through”, but the perseverance aids in becoming stronger.

The goals align with the mission of the CMP. The key concepts of resiliency identified by Harvard University Center on the Developing Child, are the objectives of the program, and are woven into each group: Identifying a supportive adult, building self-efficacy skills, self-regulation, and mobilization sources of hope.

The Youth Resiliency Program can support youth, providing protective factors that decrease the likelihood of involvement with the Department of Human Services, support education, and contribute to the fabric of mental health supports. The program complements and accelerates complex interventions taking place at school, such as one-on-one therapy

The R Rules

MCIOG funds “**R Rules**”, a strengths-based curriculum that uses research-based strategies, designed for teens to explore their current situations, create future pictures, and build resources for both, information, and activities to identify and build resources

The “R Rules” prevent multisystem involvement by including two (2) or more system representatives in the development of prevention programming. These systems include Moffat County School District, Northwest Colorado Health, and United Way.

Moffat County IOG provides coordination and oversight for the “R Rules” which supports students at the YES Alternative School by addressing the needs of both the students and families. The program shares the common goals of increasing school attendance and supporting academic success. The R Rules are being implemented at Moffat County High School’s alternative education program, Youth Experiencing Success (YES). It is a blended instruction school utilizing the Learning Management System Ingenuity, Positive Behavior Intervention Support, and Community Partners. The target population for the program is those students at-risk for expulsion or truancy. Services will be delivered by the Moffat County School District in collaboration with Northwest Colorado Health and United Way to serve individual and multi-system involved youth. Being aware of existing resources and knowing how and when to use them is the key to seeing possibilities, meeting challenges, and getting ahead. The “R Rules” include information and activities that assist youth in owning and managing personal academic and career plans, improving teamwork, project management, organizational skills, exploring economic issues and their relationship to learning and earning, recognizing and using patterns to predict, problem solves, plan, developing your voice, contributing, and leading in their community. This joint approach or 2Gen approach benefits both our youth and their families by providing resources and the building blocks that can be used to get ahead. It is a program that strengthens educational attainment and job skills. The family liaison focuses on working with youth and their families to identify barriers that are influencing truancy or behavior problems and takes action to connect the youth and family to programs and other relevant support systems. The R Rules are part of a comprehensive approach to building stronger communities. The R Rules engage multiple sectors-faith, health, and community-based organizations; business; educational institutions, social services, and the judicial system.

The R Rules is: an asset model, builds on strengths of a facilitated learning process a curriculum (semester, year, multi-year, workshop, 18 sessions) research-based, and uses proven practices R Rules uses a caseworker model and builds on relationships of mutual respect as participants identify, access, develop, and apply resources to current and future pictures for success at school, in college, the workplace, and life. R Rules support and align to program and model objectives (ASCA and NASN’s Framework) and common core and state content standards.

APPENDIX D

RELEASE OF INFORMATION



ISST Referral Information & Directions

- An ISST is a collaborative group of community partners from youth-serving agencies that meet to address the needs of multi-system youth and their families.
- ISST meetings are held when it is most convenient for the families and their supports to attend.
- The referring party is responsible for completing the referral form, release of information agreement, and Financial Affidavit with the client. The referral source will provide the needs prompting the referral, family and youth identification of the problem(s), reasons for agency involvement, community concerns, and the referring staff person's ideas and what is needed and desired outcomes for the family.
- The referent will identify which level of service coordination would be most helpful.

Service Level 1-Sometimes just knowing what services are available and helping the family connect to them is enough.

Service Level 2-Other times it is helpful for the family to meet with a team of service providers to create an individualized service and support plan.

- When possible, the ISST Facilitator should attend this initial meeting with the referent and client to explain the process and answer any questions. If this is not possible, please advise the client that the facilitator will be calling them before the meeting to schedule a time to meet briefly. PLEASE give youth/family the handouts at the end of this packet for their reference.
- Once all required paperwork is received, the ISST facilitator will schedule the staffing.
- Referral paperwork can be faxed to the ISST Facilitator at 970-824-2548 or e-mailed to scoleman@northwestcoloradohealth.org. Secure, encrypted email is highly encouraged.
- Referring party along with the ISST Facilitator will update the Team accordingly about the referent.

Checklist of Required Documents

- Completed Referral Form
- Release of Confidential Information signed and explained to the youth and family
- Financial Affidavit

QUESTIONS?

Contact Susie Coleman at 970-871-7684 or email scoleman@northwestcoloradohealth.org



Moffat County Collaborative Management Program

INDIVIDUALIZED SERVICE AND SUPPORT TEAM

Date of Referral: _____

Date Received: _____

| Referral Source | |
|-----------------|--|
| Name: | |
| Agency: | |
| Phone: | |
| Email: | |

Child/Youth Information

Name: _____ Gender: _____ DOB: _____

Address: _____

School: _____ Grade: _____ Special Ed.: (Y/N)

Ethnicity: _____ African American _____ Asian _____ Caucasian _____ Hispanic
 _____ Native American _____ Multi-Racial _____ Other: _____

Parent/Guardian Information

Name: _____ Relationship: _____

Phone #: _____ Email: _____

Siblings/Children Living in Household

1. _____ Male/Female DOB: _____

2. _____ Male/Female DOB: _____

3. _____ Male/Female DOB: _____

4. _____ Male/Female DOB: _____



Agencies Currently Involved or That Could Benefit from Collaboration:

Community Involvement

____ DHS Involvement Case Number: _____ Other Services: _____

____ Probation Supervision

____ Mental Health Services

____ Division of Youth Services

____ Educational Services/IEP

____ CASA

____ Health Partnership

____ Court Involvement

____ Open Heart Advocates

____ Moffat County Youth Services

____ Northwest Colorado Health

____ NW Center for Independence

____ Public Health

Presenting Issues/Concerns Prompting Referral

Goals

MOFFAT COUNTY COLLABORATIVE MANAGEMENT PARTNERSHIP (HB04-1451)**INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION**

PURPOSE OF RELEASE: This Consent Authorizing Release of Confidential Information is intended for interagency coordination and case management critical to allow certain agencies part of the committee pursuant to Collaborative Management Partnership (CMP); HB04-1451. Information obtained is confidential pursuant to memorandums (MOU) between these agencies and the Moffat County Department of Human services to coordinate and manage assessments, evaluations, care, treatment, supervision, education, protection, proper disposition or placement of the subject person(s), and services. This Consent Authorizing Release authorizes the sharing information pursuant to applicable state and federal law. The information exchanged may not be used as evidence in a criminal proceeding nor be used to investigate or prosecute a suspected crime, unless such information documents are subpoenaed.

I, _____, on behalf of myself and/or my children and/or wards,

(Name of Child/Ward)

(Date of Birth)

(Name of Child/Ward)

(Date of Birth)

(Name of Child/Ward)

(Date of Birth)

(Name of Child/Ward)

(Date of Birth)

Hereby authorize(s) the agencies, person(s), and institution(s) initialed by me listed to release and share among themselves the following confidential information for investigatory and case management purposes:

Department of Human Services
14th Judicial Probation Department
(Juvenile, County, Municipal)
Northwest Colorado Health
Division Of Youth Services

Moffat County Youth Services
Mind Springs Health
Moffat County School District
Boys and Girls Club of NW Colorado
NWCO Center for Independence

Moffat County Public Health
The Health Partnership
Colorado Workforce Center
Open Heart Advocates

☐ Other _____

☐ Other _____

MOFFAT COUNTY COLLABORATIVE MANAGEMENT PARTNERSHIP (HB04-1451)**INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION**

A general medical release is not sufficient to release records, but this release does accomplish this purpose. The Consent to Release includes any health information, medical records, or drug/alcohol abuse records which may be a part of the above-stated records, protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Pts. 160 & 164 and 42 C.F.R. pt 2. Disclosure of such records cannot be disclosed except in situations legally required or permitted. Information about me cannot be disclosed to persons or agencies without my written consent. I understand that additional protections exist for substance abuse information and for HIV/AIDS information, unless otherwise provided for in the regulations. I understand that none of the agencies listed herein may condition my treatment on whether or not I sign this form. The Federal Rules prohibit the use of this information to criminally investigate or prosecute any alcohol or drug abuse patient.

I understand that I may revoke this authorization at any time by signing the revocation statement below and providing this document to the agencies listed in this Consent to Release. **This Consent to Release automatically ends one year from the date I sign the form, or when the sharing of information is no longer needed to manage or provide services to me, my child (ren), or wards, or when I revoke my consent, whichever is sooner, except to the extent that the program or person authorized to make the disclosure has already acted in reliance on this consent.** Agencies and providers who are listed in this Consent to Release and request information under this release may use a copy or facsimile (FAX) of this form in place of the original signed consent form. I agree that this information may be re-disclosed to all agencies listed if necessary to fulfill the purpose of the Consent to Release.

This INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION has been explained to me. I have read it (or it was read to me) and understand its provisions. I have been given a reasonable amount of time to ask questions and consider whether to permit sharing of this information. I hereby willingly agree to share of information as needed above. I have received a copy of this INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION.

 Client Name (Print)

 Date of Birth (Month/Day/Year)

 Signature of Client/Parent/Authorized Representative

 Date of Signature

For Questions regarding this form, please call Susie Coleman, CMP Coordinator

(970) 871-7684

Email-scolem@northwestcoloradohealth.org

APPENDIX E

PERFORMANCE MEASURES

Collaborative Management Performance Measures

SFY 2022-2023

Each CMP must choose three (3) performance indicators to be measures

Indicators selected may be from any of the four CMP domains.

| CHILD WELFARE DOMAIN | | | |
|--|--|---|-------------------------------------|
| Outcome | Indicator/Measure | Performance Measures Process | Selected by CMP |
| Decrease percent of children and youth who enter into child welfare system | _____ percent of CMP children/youth with no new open involvements in Trails after CMP services began | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> ○ | <input type="checkbox"/> |
| Increase the safety of children and youth | 50 percent of CMP youth with no substantiated abuse or neglect finding after CMP services began | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> ○ Utilizing ROM data, from June 2021-current, there have been 208 total reports screened in. 66 open involvements in TRAILS. 28 founded abuse and neglect cases in Moffat County. Recent data shows an increase in Child welfare referrals which could potentially lead to further system involvement. The IOG also considers the Communities That Care risk factors, Kids Count data, and Healthy Kids Colorado Survey. | <input checked="" type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|--|--|---|--|
| | | <p>There have been a lot of turnovers at our DHS. I had not gotten any referrals until May. I am now getting the screenouts. We are using this next year as a rebuilding year and have already had two stakeholders' meetings and are going to re-implicate the CPT. The IOG felt this measure needed to be addressed and impacted through our ISST's. That is why the IOG chose to remain conservative in looking at the percentage tied to this performance measure.</p> <ul style="list-style-type: none"> • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ This performance measure was selected as it aligns with the ISSTs it is linked to. Those programs work to put services and support in place for families to help prevent further system penetration, specifically DHS involvement, and subsequent substantiated abuse or neglect findings. The IOG places great value on guaranteeing children, youth and families have what they need to prevent subsequent additional systems involvement. • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> ○ The Child Welfare Supervisor is invited to our IOG meetings and has agreed to provide this data on a regular basis and at the end of the fiscal year to assist the coordinator in providing regular reports to the IOG and in the final report. In addition to bi-monthly reports provided to the IOG, it will be discussed in further detail at our Strategic Planning meeting when Performance Measures are set for the following year. The IOG relies on the DHS CW Supervisor to share the ROM and TRAILS data with us so that we can make informed decisions. Each referring party will be responsible for reporting accurate youth demographic information to the CMP Coordinator for each intervention for tracking purposes, and the CMP Coordinator will ensure that there are no duplicated children and youth when looking at ETO reports. | |
|--|--|---|--|

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|---|---|---|--------------------------|
| Increase placement stability of children and youth | ____ percent of CMP children and youth who experienced two or fewer moves while in out of home placement | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) ○ | <input type="checkbox"/> |
| Increase permanency of children and youth involved in child welfare | ____ percent of CMP children and youth discharged to a permanent home (adoption, reunification, legal guardianship) | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) ○ | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|--|--|---|--------------------------|
| <p>Increase the number of children and youth who remain home</p> | <p>_____ percent of children and youth who remain in their home (without a removal) during CMP involvement</p> | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> ○ | <input type="checkbox"/> |
|--|--|---|--------------------------|

Collaborative Management Performance Measures

SFY 2022-2023

| JUVENILE JUSTICE DOMAIN | | | |
|--|--|---|--------------------------|
| Outcome | Indicator/Measure | Performance Measure Process | Selected by CMP |
| Increase success for youth involved in the juvenile justice system | _____ percent of CMP youth who successfully complete diversion | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) ○ | <input type="checkbox"/> |
| Increase success for youth involved in the juvenile justice system | _____ percent of CMP youth who successfully complete probation | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|---|---|---|--------------------------|
| | | <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <p>○</p> | |
| Increase success for youth involved in the juvenile justice system | _____ percent of CMP youth who successfully complete parole | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <p>○</p> <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <p>○</p> <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <p>○</p> | <input type="checkbox"/> |
| Prevent involvement or further involvement in the juvenile justice system | _____ percent of CMP youth who do not enter into diversion, probation or parole | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <p>○</p> <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <p>○</p> | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|---|---|---|--------------------------|
| | | <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <p>○</p> | |
| Decrease commitment to the Division of Youth Services | _____ percent of CMP youth diverted from being committed to DYS | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <p>○</p> <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <p>○</p> <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <p>○</p> | <input type="checkbox"/> |
| Prevent involvement with the juvenile justice system | _____ percent of children/youth who did not enter into detention due to CMP involvement | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <p>○</p> <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <p>○</p> | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

- | | | | |
|--|--|---|--|
| | | <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) | |
|--|--|---|--|

Collaborative Management Performance Measures

SFY 2022-2023

| EDUCATION DOMAIN | | | |
|-------------------------------|--|--|--------------------------|
| Outcome | Indicator/Measure | Performance Measure Process | Selected by CMP |
| Increase school attendance | _____ percent of CMP children/youth with improved school attendance rates while involved with CMP services | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> | <input type="checkbox"/> |
| Increase academic achievement | _____ percent of CMP children/youth with improved academic performance while involved with CMP services | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|--|---|---|----------------------------|
| | | ○ | |
| Decrease disciplinary problems at school | 50 percent of CMP children/youth with fewer disciplinary actions (referrals, suspensions, or expulsions) while involved with CMP services | <ul style="list-style-type: none"> ● Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> ○ Through our CQI process, the IOG discussed how there is a change that the Youth Resiliency Program and the R Rules could impact the prevention of involvement with the JJ system, potentially increase school attendance, and potentially increase academic achievement, and decrease disciplinary problems at school. We thought it would be interesting to correlate if they had fewer behavioral incidents/referrals/suspensions during and after participating in a small group. Although we don't have end of the year reporting data for the school year 2021-2022, past data has shown that 9% of all students in the district have received (out of school suspension), 7% (in-school suspension), and there was 4% of total expelled students in the district. ● Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ Anecdotal data and input from the school district administration regarding the increase of significant behaviors in the schools along with increasing referrals to CMP for such behaviors and the need for outside services are the reason we choose this measure. With the implementation of the Youth Resiliency Program in both elementary schools and middle schools, we are hoping to see a decrease in disciplinary actions | X <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|---------------------------|---|---|--------------------------|
| | | <ul style="list-style-type: none"> • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) ○ The school district has agreed to provide this data on a quarterly basis and work with the CMP Coordinator and the Youth Resiliency Program Manager to ensure that the program in place is addressing this measure and making a positive impact. | |
| Increase school stability | _____ percent of children/youth who have one or fewer school moves while involved with CMP services | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) ○ | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| HEALTH/MENTAL HEALTH DOMAIN | | | |
|-----------------------------|--|--|----------------------------|
| Outcome | Indicator/Measure | Performance Measure Process | Selected by CMP |
| Increase behavioral health | 90 percent of CMP Medicaid eligible children/youth who received a behavioral health screen | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> This SFY, ISST has connected 80% of children/youth and their families to behavioral health services. The CCAR is used by the CO Division of Mental Health for a needs assessment. It consists of anxiety, depression, attention, and role performance scales. The scale ranges from 1 to 9. #1 being the highest functioning or no symptoms. It is a clinical instrument designed to assess the behavioral health status of the client. This tool is used to identify current clinical issues and to measure progress during treatment. CCARs are updated every few months. All Medicaid clients require a CCAR. Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> Most clients show improvement after treatment. It is a tool that is used for annual updates and interim updates. The interim update is for modifications reflecting the client's progress; or a decrease in the value such as if the client's physical health changed from no physical difficulties to frequent physical health problems. Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> The CCAR is easily accessed through the client's Electronic Health Record. This Program Director and case manager can pull records and record findings. | X <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|--------------------------------------|---|--|--------------------------|
| | | | |
| Increase children and youths' health | 40 percent of CMP children and youth that received a child well visit while involved with CMP | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) ○ The IOG believes that overall health and linking clients to integrated services (medical, dental, behavioral health) can help providers gain a better understanding of a family's medical history and can help navigate through various life experiences or trauma. Tracking growth and development, getting scheduled vaccinations to prevent illnesses, promote healthy behaviors, prevent risky ones, and detect conditions that can interfere with physical, social, and emotional development. • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) ○ The IOG has chosen this measure for the past three years. The current data reported that the numbers were low. In fact, we did not meet this measure during COVID. At intake, it is a question that I always ask. It is something that I feel passionate about making sure the family has access to a medical home and that there are no barriers to getting there. During a child's well visit, they are given a behavioral health screen. If they score high, they can be immediately connected to a behavioral health provider. | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|--|--|--|--------------------------|
| | | <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) The IOG relies on the Clinical Quality Analyst from Rocky Mountain Health Plans – United Healthcare. | |
| Increase stabilization of children and youth's mental health | _____ percent of children and youth who received a positive depression screening that receive a follow-up appointment within 7 days. | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> | <input type="checkbox"/> |
| Increase substance abuse prevention | _____ percent of Medicaid eligible child and youth who received a substance abuse screen | <ul style="list-style-type: none"> Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> | <input type="checkbox"/> |

Collaborative Management Performance Measures

SFY 2022-2023

| | | | |
|------------------------------------|---|---|--------------------------|
| | | <ul style="list-style-type: none"> • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> ○ | |
| Increase substance abuse education | _____ percent of children and youth who attended an educational visit/service for a positive substance abuse screen | <ul style="list-style-type: none"> • Indicate below how you came to choose this performance measure? (i.e. What data did you use etc.) <ul style="list-style-type: none"> ○ • Indicate below how you came to choose this percentage measure (i.e. What did the current data indicate?) <ul style="list-style-type: none"> ○ • Indicate below how your IOG will be accessing the data to achieve this measure at the end of the fiscal year? (i.e. who will be providing this data, how will you evaluate it etc.) <ul style="list-style-type: none"> ○ | <input type="checkbox"/> |

APPENDIX F

DESIGNEE LETTERS



COLORADO COURTS
FOURTEENTH JUDICIAL DISTRICT
PROBATION DEPARTMENT

Serving GRAND • MOFFAT • ROUTT Counties

3/17/22

CMP Coordinator
745 Russell St.
Craig, CO 81625

To CMP Coordinator:

This is to confirm that the 14th Judicial District Probation Department supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, the 14th Judicial District Probation Department plans to continue to represent the interests of our clients served by this program.

As the Chief Probation Officer of the 14th Judicial District Probation Department and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Michelle Welch, Probation Supervisor, to represent the 14th Judicial District Probation Department on the Moffat County IOG for the 2022-2023 fiscal year.

Sincerely,

Tim Griffith
Chief Probation Officer

GRAND COUNTY • GRAND COUNTY JUDICIAL CENTER • 307 MOFFAT AVENUE

MAILING ADDRESS: PO BOX 192 • HOT SULPHUR SPRINGS, CO. 80451

PHONE (970) 725-3495 • FAX (970) 725-3610

MOFFAT COUNTY • 221 WEST VICTORY WAY, CRAIG CO. 81625

PHONE (970) 824-7304 • FAX (970) 824-7993

ROUTT COUNTY • ROUTT COUNTY JUSTICE CENTER • 1955 SHIELD DRIVE, UNIT 100, STEAMBOAT SPRINGS CO 80487

PHONE (970) 879-1003 • FAX (970) 879-3915

REVISED 11/24/2015

NORTHWEST COLORADO HEALTH

March 23, 2022

CMP Coordinator
745 Russell Street
Craig, CO 81625

Attention CMP Coordinator:

This is to confirm that Northwest Colorado Health supports the work of the Moffat County Collaborative Management Program. As a non-mandated partner with voting privilege of the Moffat County Interagency Oversight Group, Northwest Colorado Health plans to continue to represent the interests of clients served by this program.

As the Chief Executive Officer and signatory to the Collaborative Management Program Memorandum of Understanding, I authorize Arin Daigneau and I also want to be added as a designee to represent Northwest Colorado Health on the Moffat County IOG for the 2022-2023 fiscal year.

Sincerely,



Stephanie Einfeld
Chief Executive Officer

Cc: Susie Coleman

STATE OF COLORADO

Fourteenth Judicial District

Michael A. O'Hara III, Chief Judge

1955 Shield Drive, Unit 200
Steamboat Springs, CO 80487
970-879-5020; FAX: 970-879-3531

4/12/22

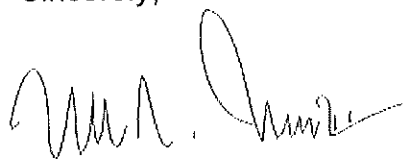
CMP Coordinator
745 Russell St.
Craig, CO 81625

To CMP Coordinator:

This is to confirm that the courts in the 14th Judicial District support the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, the 14th Judicial District Courts plans to continue to represent the interests of our court users served by this program.

As the Chief Judge of the 14th Judicial District and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Michelle Welch, Probation Supervisor, to represent the 14th Judicial District Courts on the Moffat County IOG for the 2022-2023 fiscal year.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. O'Hara, III". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Michael A. O'Hara, III



MIND SPRINGS*health*

Prevention. Care. Recovery.

Aspen
Craig
Eagle
Frisco
Glenwood Springs
Granby
Grand Junction
Meeker
Monte Vista
Rifle
Steamboat Springs
Vail
Walden

April 15, 2021

CMP Coordinator
745 Russell Street
Craig, CO 81625

To CMP Coordinator:

This is to confirm that Mind Springs Health, Inc. supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, Mind Springs Health, Inc. plans to continue to represent the interests of clients served by this program.

As the Executive Vice President and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Peggy Sammons, LPC, Program Director, to represent Mind Springs Health, Inc. on the Moffat County IOG for the 2021-2022 fiscal year.

Sincerely,

Michelle Hoy, LPC, CAC III
Executive Vice President
970.683.7082
mhoy@mindspringshealth.org



MOFFAT COUNTY
SCHOOL DISTRICT RE-1

Administrative Offices

May 20, 2022

CMP Coordinator
745 Russell St.
Craig, CO 81625

To CMP Coordinator:

This is to confirm that Moffat County School District (MCSD) supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, MCSD plans to continue to represent the interests of clients served by this program.

As the Superintendent and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Renae Ogden to represent MCSD on the Moffat County IOG for the 2022-2023 fiscal year.

Sincerely,

Joel D. Sheridan
Superintendent

Cc: Susie Coleman



July 1, 2022

Susie Coleman
745 Russell Street
Craig, Colorado 81625

Dear Susie:

This is to confirm that Rocky Mountain Health Plans supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, Rocky Mountain Health Plans will continue to represent the interests of clients served by this program.

As the RAE Health Neighborhood and Community Programs Manager and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing the Executive Director or the Care Coordination Team Manager of the Northwest Colorado Community Health Partnership (The Health Partnership), to represent Rocky Mountain Health Plans on the Moffat County Interagency Oversight Group for the remainder of the 2022-2023 fiscal year.

SCOPE OF REPRESENTATION

- i. The proxy is authorized to vote on all agenda items at his/her discretion.
- ii. The proxy is authorized to cast votes in line with the suggestions of the management of the company
- iii. The proxy is authorized to cast votes for other issues that may arise during the meeting in line with the following instructions (In cases where there are no instructions, the proxy shall cast his/her votes freely)

I am aware of the proxy voting subject in the Policy Guidelines and affirm that the proxy complies with the IOG Policy Guidelines.

Sincerely,

A handwritten signature in black ink, appearing to read "MTaylor", followed by a long, sweeping horizontal line that extends to the right.

Meg Taylor
Program Officer, Region 1 Regional Accountable Entity
Rocky Mountain Health Plans
phone: (720) 584-9215
email: meg-taylor@uhc.com

ELECTRONIC TRANSACTIONS
May 2022

| EBT Date | Payroll Reason | Payroll AMT | COWS Asst Pymts | COWS Burials | COWS Other Asst | COWS State Dvrsn | COWS County Dvrsn | AND Asst Pymts | AND Burial | OAP Burial | OAP Asst Pymt | MEDICAID Burials/FMA | LEAP | CHILD CARE | CHILD WELFARE | CASE SERVICES | CORE SERVICES | FOOD STAMPS | Total Distribution |
|----------|----------------|-------------|-----------------|--------------|-----------------|------------------|-------------------|----------------|------------|------------|---------------|----------------------|----------|------------|---------------|---------------|---------------|-------------|--------------------|
| 04/22 | LEAP | 1,792.75 | | | | | | | | | | | 1,792.75 | | | | | | 1,792.75 |
| 04/22 | Cwelfare | 16,999.20 | | | | | | | | | | | | | 16,999.20 | | | | 16,999.20 |
| 04/22 | Core Serv | 12,251.25 | | | | | | | | | | | | | | | 12,251.25 | | 12,251.25 |
| 04/22 | Ccare | 10,915.69 | | | | | | | | | | | | 10,915.69 | | | | | 10,915.69 |
| 04/22 | Case Serv | 4,059.13 | | | | | | | | | | | | | | 4,059.13 | | | 4,059.13 |
| 04/22 | Colo Wks | 5,284.59 | 5,284.59 | | | | | | | | | | | | | | | | 5,284.59 |
| 04/22 | AND | 4,416.50 | | | | | | 4,416.50 | | | | | | | | | | | 4,416.50 |
| 04/22 | OAP | 11,808.00 | | | | | | | | | 11,808.00 | | | | | | | | 11,808.00 |
| 04/22 | SNAP | 359,105.64 | | | | | | | | | | | | | | | | 359,105.64 | 359,105.64 |
| | TOTALS | 426,632.75 | 5,284.59 | 0.00 | 0.00 | 0.00 | 0.00 | 4,416.50 | 0.00 | 0.00 | 11,808.00 | 0.00 | 1,792.75 | 10,915.69 | 16,999.20 | 4,059.13 | 12,251.25 | 359,105.64 | 426,632.75 |

STATE OF COLORADO)
)SS.
COUNTY OF MOFFAT)

I, Tia Murry, Director - Moffat County DHS, Colorado, herby certify that the payments
as herein set forth are authorized federal assistance payments for the month of
MAY 2022, totaling the sum of : \$426,632.75

Date: 6/20/2022

Tia Murry Director

Board of Commissioners, Chairperson _____



MOFFAT COUNTY FAIR
STANDARD FORM ENTERTAINMENT CONTRACT

Name of Entertainer: 1340 Band LLC c/o John Husband

Agent/Company (if any): _____

Address: 737 Dunn Drive

Telephone: 970-629-2586

Craig, CO 81625

Cell: _____

Date of Performance: Saturday, August 13, 2022 Time of Performance: Varies

Entertainer(s) Shall Arrive Before: 9:00 AM on Saturday, August 13, 2022

Type of Entertainment/Performance(s): Sound Production

Location of Entertainment/Performance(s): Moffat County Fairgrounds

Purchaser: **MOFFAT COUNTY FAIR**
539 BARCLAY ST.
CRAIG, CO 81625

Moffat County Fair Contact Person: Jackie Goodnow

Telephone: 970-824-9180

Agreed Price for Performance(s)/Event: \$500.00

Moffat County Check Made Payable to: 1340 Band, LLC

Federal ID # or Social Security Number of Check Recipient: _____

THIS AGREEMENT is made and entered into by and between Moffat County, a political subdivision of the State of Colorado, by and through the Moffat County Fair, ("Purchaser") and John Husband of the 1340 Band, LLC ("Entertainer").

CONTRACT OF SERVICES AGREEMENT (“Agreement”) made this _____ day of May, 2022 by the Board of County Commissioners of Moffat County, (hereinafter “BOCC”) and John Husband of the 1340 Band, LLC whose address is 737 Dunn Drive, Craig, CO 81625 (hereinafter “Entertainer”). That Entertainer agrees to provide the Moffat County Fair with volunteer performers on the 13th day of August, 2022 from 9:00 AM to 5:00 PM, at various times throughout that day and shall provide a sound system for the volunteer performers. Entertainer agrees to distribute incentives for entertaining. In full consideration of Entertainer’s performance of services, the Moffat County BOCC agrees to pay \$500.00 to Entertainer for his services and also to provide incentives for volunteer performers which Entertainer shall distribute to volunteer performers.

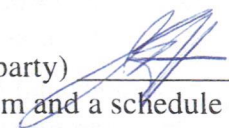
1. **Independent Contractor:** Entertainer shall perform its duties pursuant to this Agreement as an independent contractor and not as an employee. Entertainer affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with the Moffat County Board of County Commissioners. Entertainer shall receive no additional reimbursements for expenses without prior approval from Moffat County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Entertainer or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Entertainer nor its personnel, if any, is entitled to Worker’s Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Entertainer is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.**

- A. It is the expressed intent of the parties that the Entertainer is an independent contractor and not the agent, employee or servant of the County.
- B. Entertainer shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers’ compensation and self-employment taxes. Entertainer is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
- C. Entertainer is not entitled to unemployment insurance or workers’ compensation benefits unless such are provided by the Entertainer.
- D. Entertainer does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
- E. Entertainer has and hereby retains control of and supervision over the performance of Entertainer’s obligations hereunder and control over any persons employed by Entertainer for performing the Services hereunder. All Services are to be performed solely at the risk of Entertainer and Entertainer shall take all precautions necessary for the proper and sole performance thereof.
- F. Entertainer represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
- G. Entertainer represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
- H. Entertainer shall furnish all tools, labor, personnel and supplies at its own expense, in such

quantities and of the proper quality to professionally and timely perform the Services. Entertainer shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.

2. Entertainer shall remain liable for its own acts during the performance of any of Entertainer's obligations arising under the Contract and during any travel to and/or from the Moffat County Fair.
3. Entertainer agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations, whether existing or in the future, in performing its obligations arising out of the Contract. Entertainer shall obtain and pay for all permits and licenses that Entertainer may be required to obtain for any and all of its operations in connection with the Entertainment.
4. Entertainer represents and warrants that in performing its obligations under the Contract it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Entertainer (or anyone in conjunction with the ownership or presentation of the performance by Entertainer) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Entertainer will indemnify, defend and hold harmless Purchaser against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.
5. The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Moffat Courts of the 14th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
6. Unless otherwise agreed by the parties in writing, Entertainer shall provide all necessary equipment for the performance at Entertainer's sole expense. BOCC is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Entertainer shall be prepared to begin the performance precisely at the date and time set forth on the attached Contract. Any required setup shall be completed by Entertainer in advance of said date and time, unless otherwise specifically provided for in this agreement, in Additional Provisions, Paragraph 13.
7. The Contract represents the entire agreement between the parties hereto and supersedes all prior negotiations and/or agreements between the parties. Any additions, deletions or revisions to the Contract must be in writing and initialed by both parties in order to be valid.
8. Any damage to BOCC property or any rented equipment which results from the acts or omissions of Entertainer shall be the responsibility of Entertainer and payment for any such damage shall be made by Entertainer within thirty (30) days of written notification of the damage by BOCC. Entertainer has no employees, but rather provides volunteer entertainers and a sound system for them.
9. In signing the Contract, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf, that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.
10. Entertainer certifies that he or she is legally present in the United States. See attached affidavit. Entertainer shall not knowingly employ or contract with an illegal alien to perform work under a public contract for services.

11. If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. This Contract shall be binding on and extend to the successors and assigns of the respective parties.
13. NO ASSIGNMENT: Entertainer shall not assign or transfer any rights in this Agreement without the prior written consent of the County.
14. APPROPRIATION: The amount to be expended pursuant to this Agreement shall be Five Hundred Dollars and no Cents (\$500.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
15. ADDITIONAL PROVISIONS: (must be initialed here by each party) 
John Husband of the 1340 Band, LLC will provide a sound system and a schedule of volunteer performers to provide entertainment for those who attend the Moffat County Fair. John Husband will distribute incentives for performers. Said incentives shall be provided by Moffat County Fair. Moffat County will provide the stage, the tent, and the power for entertainment.

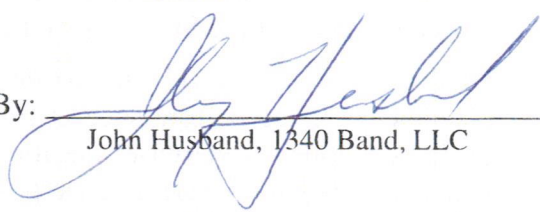
IN WITNESS WHEREOF, the parties hereto have set their respective hands this 29 day of May, 2022.

**MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS:**

By: _____
Donald Broom, Chairman
Moffat County Board of County Commissioners

Date: _____

ENTERTAINER:

By: 
John Husband, 1340 Band, LLC

Date: 5/29/22

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 28th day of June, 2022 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and A2M4SEEN LLLP dba **Workplace Resource**. ("Contractor"), whose address is 9600 E. 40th Ave. Denver, CO 80238 and whose telephone number is 303-313-3400.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to furnish and install furniture at the new Moffat County Courthouse located at 1198 W. Victory Way , Craig, CO 81625 per the attachments below.

Exhibit "A" RFP 202209 **New Moffat County Courthouse Furniture Package**

Exhibit "B" RFP 202209 Addendum #1

Exhibit "C" Proposal from Workplace Resource dated 6/8/2022 including additional 93 task chairs

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 6/28/2022, and shall be substantially completed on or before 12/22/2022, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be **Seven Hundred Seventy-Three Thousand Three Hundred Sixteen Dollars and 12/100 cents (\$773,316.12)** subject to additions and deductions pursuant to authorized change orders. The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.
- 3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.
- 3.3 LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars (\$100.00) for

each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
- 95% of the work completed, and
- 95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.
- Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.
- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Illegal Aliens – Public Contracts.

If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Contractor shall not:
- i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
- i. Notify the subcontractor and BOCC within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

- F. If Contractor violates this provision of this Contract, BOCC may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to BOCC as required by law. BOCC will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and BOCC terminates the Contract for such breach.

Article 10 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 11 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 12 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Article 13 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 14 - Inspections, corrections, removal, or acceptance of defective work

14.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 14. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

14.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

14.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.04 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

14.05 Correction Period

A. If within 30 days year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

14.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

14.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 14.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 15 Termination for Cause.

15.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

15.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.)
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 16 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 17 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 18 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 19 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 20 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 21 - 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:

BOCC's Representative:

Donald Broom
MCBOCC Chair
221 West Victory Way, Suite 130
Craig, CO 81625
(970) 824-5516

Contractor:

Tim Van Iddekinge
A2M4SEEN LLLP dba Workplace Resource
9600 E. 40th Street
Denver, CO 80238
(303) 313-3340

Article 22 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 23 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 24 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 25 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 26 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Donald Broom, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
A2M4SEEN LLP dba Workplace Resource

By: _____
Tim Van Iddekinge

(STATE OF COLORADO
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 22nd day of June, 2022 by Tim Van Iddekinge.

MY COMMISSION EXPIRES: 11/6/22

Notary Public

9600 E. 40th Ave. Denver, CO 80238
Address of Notary Public



CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Brown and Brown ("Contractor"), whose address is 1125 17th Street, Suite 1450, Denver, CO 80202, previously known as the Hays Group, Inc. d/b/a Hays Companies.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date of this Amendment. The effective date of this Amendment is November 1, 2021, no matter the date it is signed by the Parties.

2. Identification of Original Agreement. BOCC and Contractor (previously known as the Hays Group, Inc. d/b/a Hayes Companies) entered into a written agreement dated November 1, 2020 (the "Agreement"), entitled "Insurance Services Agreement", concerning the following subject matter: To perform certain insurance-related services as set forth in the Agreement with regard to various lines of Health and Welfare Benefits for employees. **That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.**

3. Amendments. BOCC and Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:

The BOCC and Contractor desire to extend the Agreement for another one-year period, beginning November 1, 2021 through November 1, 2022.

4. Effect. All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

By: _____ Date: _____
Donald Broom

Clerk to the Board

CONTRACTOR:

Brown and Brown

By: _____
Justin W. Troupe
Senior Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2022 by Justin W. Troupe.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public

We respectfully ask that the Moffat County Board of County Commissioners, ON BEHALF OF THE CITIZENS OF MOFFAT COUNTY, make a request to the County Clerk that a hand-count of all votes be made after the Primary Election, to verify the validity of the election machine vote tallies.

If possible, this should be done before the Clerk submits final numbers to the Colorado Secretary of State. If this is not possible due to time constraints, a hand-count of votes should be completed as soon as possible after the election to confirm vote results.

It should be understood that any hand-count performed shall be for the sole purpose of verifying election equipment results as it pertains to a specific election; and that no conclusions shall be made regarding future performance of any election machines. Subsequent hand-counts must be made for each upcoming election.

It is also understood that there are eligible Moffat County citizens eager to assist with the hand-count, who are willing to go through training and background checks, if necessary, and who do not expect any financial compensation.

However, if compensation is required by statute, and the Board of County Commissioners is not willing or able to allot dollars for such a duty, local citizens have offered to donate funds to accomplish the task for this Primary Election.

We do request a response from the Moffat County Board of County Commissioners at their regular scheduled meeting on Tuesday, June 28, to enable us to proceed in our communication with the Clerk and election officials so that we can get people trained and scheduled to do the vote tallies.

We believe that our request is appropriate and compatible with the recent motion made and passed by the County Commissioners to not use electronic voting machines.

Other business: 1. Does a member of the BOCC want to be in attendance when we meet with the clerk?

2. Camera surveillance of ballot drop box

MOFFAT COUNTY SPECIAL EVENTS PERMIT

MALT, VINOUS & SPIRITUOUS LIQUOR
VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

ANGEL NICOLAS INC
MOFFAT COUNTY ICE ARENA
600 S RANNEY ST
CRAIG, CO 81625

DATE: JULY 08, 2022 Time: 9:00 p.m. to 2:00 a.m.

FEE: \$100.00

Special Events License #2022-03

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of TITLE 44, ARTICLE 5, C.R.S. This permit is non-transferable. It is issued only for the specific location described above, and must be conspicuously posted at that location. In testimony whereof, I have hereunto set my hand and seal on the 28th day of June, 2022.

Signed:

Chair/BOCC

County Clerk

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- ☒ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipally Owned Arts Facilities
☐ Political ☐ Religious Institution

| | | | |
|--|----------------------------------|---|--|
| LIAB Type of Special Event Applicant is Applying for: | | DO NOT WRITE IN THIS SPACE | |
| 2110 <input checked="" type="checkbox"/> Mail, Vinous And Spirituous Liquor | | Liquor Permit Number | |
| 2170 <input type="checkbox"/> Fermented Malt Beverage | | | |
| 1. Name of Applicant Organization or Political Candidate Angel Nicolas Inc | | State Sales Tax Number (Required) | |
| 2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 15650 E. Purdue Dr Aurora, CO 80013 | | 3. Address of Place to Have Special Event (include street, city/town and ZIP) Moffat County Ice Arena 1009 S. Ranney St. Craig, CO 81625 | |
| 4. Authorized Representative of Qualifying Organization or Political Candidate Angel Pedemonte | | Date of Birth 9/17/1985 | Phone Number 720 315 3734 |
| Authorized Representative's Mailing Address (if different than address provided in Question 2) Same | | | |
| 5. Event Manager Saul Hernandez | | Date of Birth 12/31/1975 | Phone Number 719-293-4064 |
| Event Manager Home Address (Street, City, State, ZIP) P.O. Box 3115 Avon, CO 81620 | | Email Address of Event Manager SaulHern75@gmail.com | |
| 6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____ | | 7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number _____ | |
| 8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| List Below the Exact Date(s) for Which Application is Being Made for Permit | | | |
| Date 7/18/2022 Hours From 9:00 p.m. To 2:00 a.m. | Date From .m. To .m. | Date From .m. To .m. | Date From .m. To .m. |
| Date Hours From .m. To .m. | Date Hours From .m. To .m. | Date Hours From .m. To .m. | Date Hours From .m. To .m. |
| Date Hours From .m. To .m. | Date Hours From .m. To .m. | Date Hours From .m. To .m. | Date Hours From .m. To .m. |
| Oath of Applicant I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge. | | | |
| Signature Angel Pedemonte | | Title President | Date 6/17/2022 |
| Report and Approval of Local Licensing Authority (City or County) The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED. | | | |
| Local Licensing Authority (City or County) Moffat | | <input type="checkbox"/> City <input checked="" type="checkbox"/> County | Telephone Number of City/County Clerk 970-824-9116 |
| Signature County Clerk | | Title County Clerk | Date |
| DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY | | | |
| Liability Information | | | |
| License Account Number | Liability Date | State | Total |
| | | -750 (999) | \$. |

(Instructions on Reverse Side)

No alcohol
Beyond this
point

Food truck

Signage

Parking

No Alcohol will be
Sold or allowed outside
of Building

Entrance

Security Posted at each
Entrance

Porti station

MC & G Arena

Bar Set in
Player's boxes

Band entrance

X Signage - No alcohol
Beyond this point



Office of the Commissioners - Facilities

June 7, 2022

To Whom It May Concern:

This letter is to certify that Angel Nicolas, Inc is authorized to operate a cash bar during a dance put on by Hernandez Promotions on July 8, 2022, at the Loudy-Simpson Park Ice Arena.

Sincerely,

Erin Miller
Administrative Assistant
Facilities Coordinator

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,

ANGEL NICOLAS INC

is a

Nonprofit Corporation

formed or registered on 01/16/2020 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 20201042472 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/06/2022 that have been posted, and by documents delivered to this office electronically through 06/07/2022 @ 14:39:22 .

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 06/07/2022 @ 14:39:22 in accordance with applicable law. This certificate is assigned Confirmation Number 14075531 .



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 Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

The position is a part-time youth development position. The position is roughly 20 hours a week starting at the end of August through early June next year. We pay \$2,000. At the end of the term, they pay them \$3,000 to go towards furthering their education. With the school district going to a four-day school year, it's a great opportunity for us to help with youth development. The Americorps has STEM curriculum that they will use.

MOFFAT COUNTY
PRE-HOSPITAL PROVIDER LICENSE

Issued To:

EMS Unlimited

The above-named service has complied with Resolution 2022-41 set forth by the Moffat County Board of Commissioners and is therefore awarded this license to provide pre-hospital care in Moffat County Colorado.

EXPIRES ON JUNE 30, 2023

Chairman, Moffat County Board of Commissioners

Date

Moffat County Clerk & Recorder

Date

MOFFAT COUNTY
PRE-HOSPITAL PROVIDER LICENSE

Issued To:

Maybell Ambulance

The above-named service has complied with Resolution 2022-41 set forth by the Moffat County Board of Commissioners and is therefore awarded this license to provide pre-hospital care in Moffat County Colorado.

EXPIRES ON JUNE 30, 2023

Chairman, Moffat County Board of Commissioners

Moffat County Clerk & Recorder

Date

Date

MOFFAT COUNTY
PRE-HOSPITAL PROVIDER LICENSE

Issued To:

Moffat County EMS Reserves

The above-named service has complied with Resolution 2022-41 set forth by the Moffat County Board of Commissioners and is therefore awarded this license to provide pre-hospital care in Moffat County Colorado.

EXPIRES ON JUNE 30, 2023

Chairman, Moffat County Board of Commissioners

Moffat County Clerk & Recorder

Date

Date

MOFFAT COUNTY
PRE-HOSPITAL PROVIDER LICENSE

Issued To:

Memorial Regional Health EMS

The above-named service has complied with Resolution 2022-41 set forth by the Moffat County Board of Commissioners and is therefore awarded this license to provide pre-hospital care in Moffat County Colorado.

EXPIRES ON JUNE 30, 2023

Chairman, Moffat County Board of Commissioners

Moffat County Clerk & Recorder

Date

Date

From: Jack Patterson <jack.patterson@coag.gov>

Sent: Thursday, June 23, 2022 10:38 AM

To: Kari Ladrow <kladrow@moffatcounty.net>

Subject: Opioid Settlement Fund Distributions

Dear Kari,

You are receiving this email as the listed **primary contact for Moffat County** for the distribution of Colorado's opioid settlement funds.

On June 13th all local government primary contacts received an email providing a link to the Colorado Opioid Settlement Tracker (COST). COST allows Local governments to choose whether to "opt-in" to receive their direct share of the opioid settlement funds, or to "opt-out" and redirect those funds to the local government's region(s). As a reminder, your local government is allocated \$16,624.67 for year one, and a total over 18 years of \$147,831.79.

The figures provided in this email are best estimates at this time and may be subject to adjustments at a later date, for example to account for national administrative costs that may be incurred. Additionally, the opioid settlement funds will be different from year to year and could increase with additional settlements and/or bankruptcies. Updated figures will be communicated annually.

Opt-In = Accept local share of opioid settlement funds. Must report annually to the Colorado Opioid Abatement Council (COAC) how the funds were expended.

Opt-Out = Redirect your local share of opioid settlement funds to the region(s) in which your local government is located. (Some local governments are in more than one region).

This is a reminder email that local governments need to indicate their choice by **July 31st, 2022**.

If you have not received the email with the COST link, or you are not the appropriate primary contact for Moffat County, please let us know so we can resend the email.

Please don't hesitate to reach out if you have questions or need assistance. Please email us at opioids@coag.gov, or you can call (720)508-6904.

Sincerely on behalf of the Colorado Opioid Abatement Council,

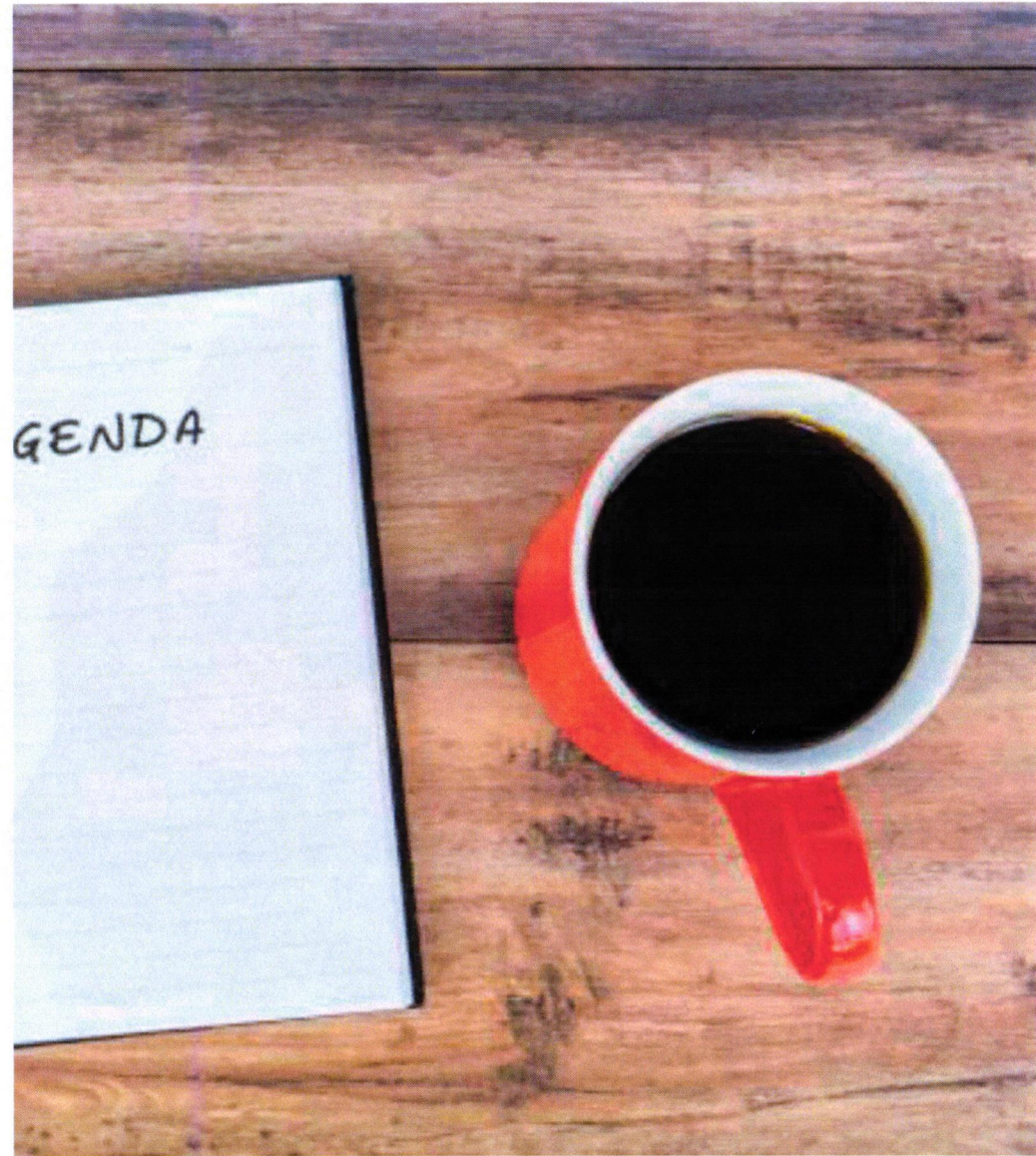
Region 1 Opioid Governance Committee

June 8, 2022



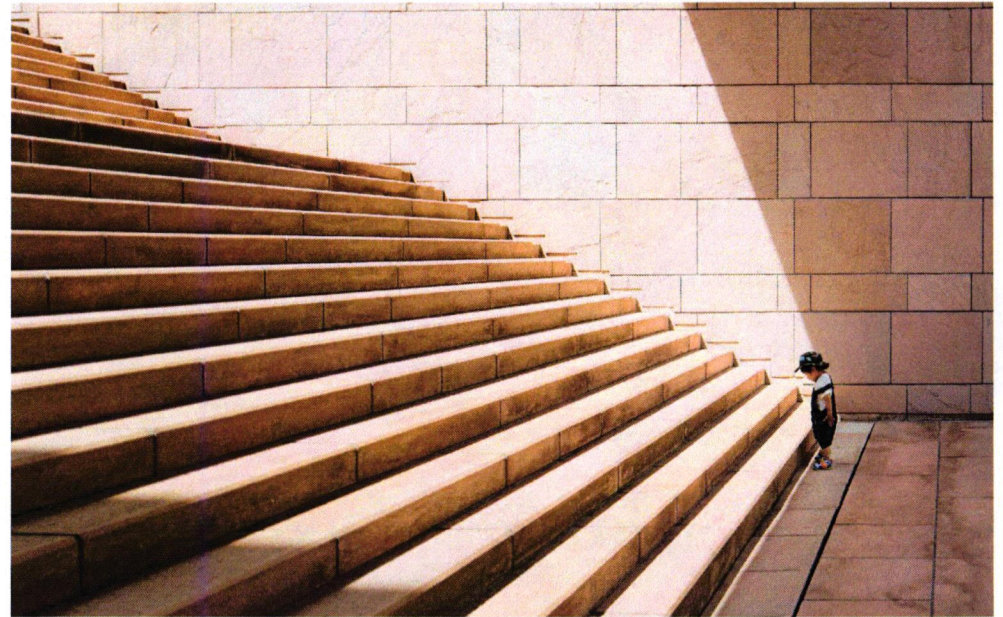
Agenda

- Welcome
- Where we are going
- Priority program dollar allotment and two-year plan review
- Sustainability considerations
- Closing



Where We're Going

- 2-year plan details: (June)
 - Expected outcomes
 - Finalizing funding per strategy
 - Sustainability
 - RFP process
- Beyond!
 - Meeting cadence
 - Scheduling responsibilities
 - RFP writing



Funding Updates

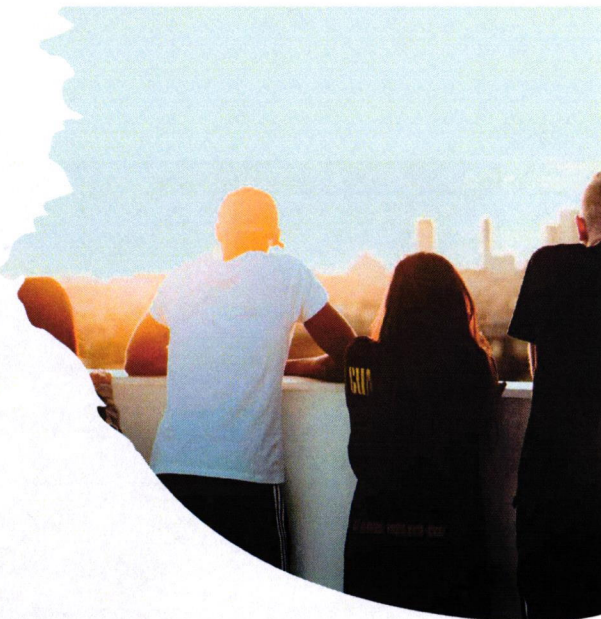
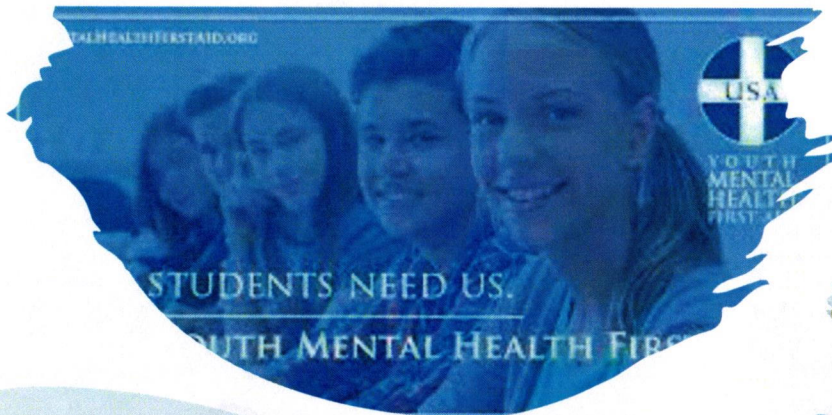
- 60% Share **Total over 18 years**
\$2,147,830.10
- 60% Share **Year 1** payment: \$298,948.10
- 60% Share **Year 2** payment: \$126,731.15

If all local governments in Region 1 directed their local government share to the region, that would add approximately **\$74,145.23** to the region for the first year (assuming each municipality and county gave their entire share to the region).



Priority Programs





1. Youth Prevention
2. Behavioral Health Provider Staffing

Youth Prevention Program Areas

Goals

Decrease the number of young people in Region 1 interested in or already using substances and provide education opportunities for youth and parents in the community to develop resiliency



Objectives

Increase fentanyl talks, naloxone trainings, and Youth Mental Health First Aid throughout schools and community venues in the region

Expand youth councils and youth mentorship throughout the region

Develop youth “safe spaces” throughout the region

Adopt a singular prevention framework across Region 1

Youth Prevention

| Activity | Lead Org | New or Existing | Total Funds Allocated |
|---|---|-----------------|-------------------------|
| Fentanyl test training, naloxone trainings, and Youth Mental Health First Aid trainings | All our initiative lead organizations will be determined by proposals or formal RFP depending on the magnitude of the financial allocation and the county’s procurement policies. | Existing | ? |
| Youth Councils/Youth Mentoring Program | | Existing | ? |
| Develop youth “safe spaces” | | Existing | ? |
| Adopt a singular prevention framework across Region 1 | | Existing | ? |
| | | | Total \$ 125,000 |

Considerations from RCORP Prevention Work Group

- Communities That Care is currently in Moffat, but not anywhere else in the region
- Strong ties to community centers, like rec centers and pools in Rio Blanco and Jackson
- Youth councils have been highly successful in Steamboat
- Botvin Life Skills currently occurring in Grand
- Need/desire to involve schools in RFP
 - Public health or law enforcement may have better “ins” with schools than settlement committee



Behavioral Health Provider Staffing Program Areas

| Goal | Objective |
|---|--|
| Increase the number of medical professionals in Region 1 who are educated and qualified to treat people with SUDs | Provide funding to help recruit and retain SUD professionals in Region 1 through housing and salary stipends |

Behavioral Health Provider Staffing

| Activity | Lead Org | New or Existing | Total Funds Allocated |
|--|-------------------------------------|-----------------|-----------------------|
| Clinical SUD professional recruitment and salaries and housing | To be determined by proposal or RFP | New | ? |
| | | | Total: \$ |

Looking to the Future: Considerations

- Meeting cadence for big group
 - Consider quarterly or every other month once 2-yr plan is submitted
 - Meeting more frequently for less time is helpful!
- Consider small *ad hoc* workgroups for proposal/RFP development
 - Groups of 5-8 ppl tend to work best
 - TSG will pass on sample RFP for reference
 - Timeline for RFP publishing
 - For committee to decide



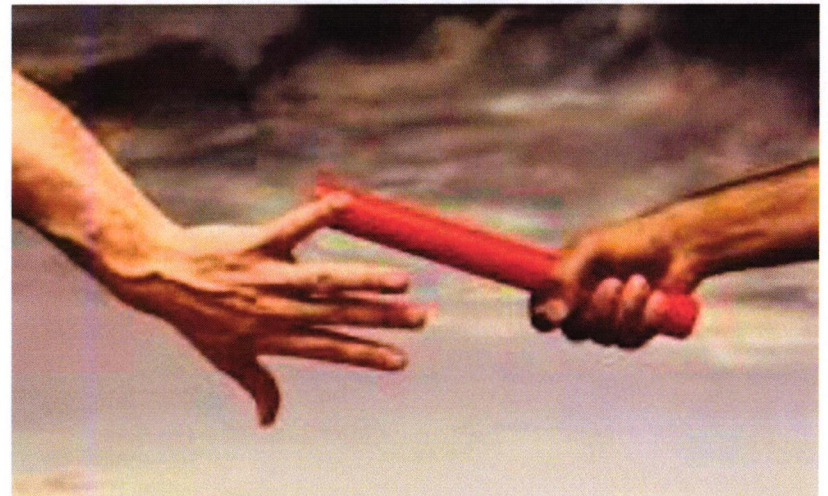
Communications Moving Forward

- Future communications after June
 - From Chairs (Kari and Joe)
 - Continued access to g-drive with archive of past meetings and funding ideas
 - Could be useful for future 2-yr plan iterations



Handoff of Committee

- Final TSG responsibilities:
 - Draft two-year plan based on committee input today and from past
 - Work with Chairs to submit plan by 6/30/22, which is our final deliverable
 - Warm handoff to Chairs by end of June
 - List serve, g-folder access, etc.



Closing

- TSG will be working with the Chairs to submit the 2-yr plan
 - With Region 1 through June
- Rural Peer Recovery Conference!
 - August 11th and 12th in Glenwood Springs, registration coming soon!





BID TABULATION

| | | | | |
|-----------------------------------|----------|---|--------|--------------|
| RFP Number: 202208 | | Description: New Moffat County Courthouse Network Equipment | | |
| | | | | |
| Issue Date: 5/16/2022 | | Pre-Bid Meeting: NA | | |
| Submission of Questions: 6/3/2022 | | Submission Date: 6/8/2022 | | |
| BOCC Award: 6/14/2022 | | Contract Time: 6/14/2022-01/15/2023 | | |
| Vendor | Bid Bond | Insurance | Anti C | Bid Amount |
| Summit Partners | x | x | x | \$157,054.62 |
| | | | | |
| | | | | |
| | | | | |



3070 East Post Road Suite 100
Las Vegas, NV 89120

QUOTE

Number AAAQ33706-03

Date Jun 22, 2022

t. (702) 988-4290 f. (702) 988-4290

Sold To

Moffat County

221 W. Victory Way, Suite 250
Craig, CO 81625

Phone
Fax

Ship To

Moffat County

Roy Tipton
221 W VICTORY WAY
STE 250
CRAIG, CO 81625-2732
US

Phone 970-824-9160
Fax

Here is the quote you requested.

| Sales Person | P.O. Number | Ship Via | Terms |
|-----------------|-------------|----------|--------|
| Justin McDonald | | Best | Net 30 |

| Qty | Part Number | Description | Unit Price | Ext. Price |
|----------|-------------|------------------------------------|------------|--------------|
| 17 | JL558A ABA | ARUBA 2930F 48G POE 4SFP 740W SWCH | \$5,102.45 | \$86,741.65 |
| 70 | J9150D | ARUBA 10G SFP+ LC SR 300M MMF XCVR | \$313.08 | \$21,915.60 |
| 2 | JL255A ABA | ARUBA 2930F 24G POE+ 4SFP+ SWCH | \$2,746.44 | \$5,492.88 |
| 2 | JL075A | ARUBA 3810M 16SFP+ 2 SLOT SWCH | \$6,859.69 | \$13,719.38 |
| 6 | JL085A ABA | ARUBA X371 12VDC 250W PS | \$298.23 | \$1,789.38 |
| 2 | JL084A | ARUBA 3810M 4PT STACKING MOD | \$657.77 | \$1,315.54 |
| 3 | JL083A | ARUBA 3810M 2930M 4SFP+ MOD | \$754.44 | \$2,263.32 |
| 1 | J9578A | 3800 0.5M STACKING CBL | \$151.45 | \$151.45 |
| 2 | J9583B | ARUBA X414 1U UNIV 4 POST RM KIT | \$118.87 | \$237.74 |
| 1 | JL071A | ARUBA 3810M 24G 1 SLOT SWCH | \$2,547.60 | \$2,547.60 |
| 4 | Q1L85A | R/T3000 G5 LV NA JP UPS | \$2,526.13 | \$10,104.52 |
| 4 | Q1C17A | SGL PHASE 1GB UPS NTWK MGMT MOD | \$306.39 | \$1,225.56 |
| SubTotal | | | | \$147,504.62 |

| | | | | |
|---|-------------|---|------------|------------|
| 1 | SP-FIXEDFEE | Installation Services | \$8,750.00 | \$8,750.00 |
| 1 | SP-Install | Installation Services for travel expenses | \$800.00 | \$800.00 |

**NASPO Value Point PC4 Contract #MNNVP-134 /
Participating State Contract Number PA#
2016000000000000103NASPO**

Please contact me if I can be of further assistance.

| | |
|-------------------|---------------------|
| SubTotal | \$157,054.62 |
| Tax 0.00 % | \$0.00 |
| Shipping | \$0.00 |
| Total | \$157,054.62 |

This quote is valid for 30 days from date of issue. The information contained in this quote is proprietary and confidential. Summit Partners respectfully requests that you do not share this information with any third parties without prior written consent. Minimum 15% restocking fee with original packaging.

Proposal For: SGM, INC
 Erin Loughlin
 118 WEST SIXTH STREET
 GLENWOOD SPRINGS, CO 81601
 Phone: (970) 384-9066
 ErinL@sgm-inc.com

James Jahn
 Evoqua Water Technologies
 4669 Shepherd Trail
 Rockford, IL 61103
 Phone: 815-921-8149
 James.Jahn@evoqua.com

Item Pricing Summary

| Item | Part No Description | Qty | Net Price | Ext. Price |
|------|--|------|-------------|-------------|
| 1 | W3T67077 311-SS AERATOR, 3HP, 230/460V, 60HZ, 3P STAINLESSS DISCHARGE,, FRP FLOAT, W/INTAKE CONE Reference #: 311-SS | 3 EA | \$13,202.00 | \$39,606.00 |

Currency: USD

Total Net Price: \$39,606.00

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.957 for March 2022. If the MMPI exceeds 341.656 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 341.656.

ITEM ESTIMATED LEAD TIME

| Item | Part Number | Description | Ref Num | Lead-Time in Weeks |
|------|-------------|---|---------|--------------------|
| 1 | W3T67077 | 311-SS AERATOR, 3HP, 230/460V, 60HZ, 3P STAINLESSS DISCHARGE,, FRP FLOAT, W/INTAKE CONE | 311-SS | > 12 Week(s) |

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Scott Marshall
 Company: MISCOWATER INTERMOUNTAIN
 List Address: 651 Corporate Circle, Suite 100
 Golden, CO, 80401

REGIONAL PARTNER AGREEMENT
Among the CITY OF CRAIG, MOFFAT COUNTY,
CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, TOWN OF HAYDEN,
and
the TOWN OF YAMPA

This Regional Partner Agreement (this “*Agreement*”) is made as of the 27th day of May, 2022 by and among the **CITY OF CRAIG (“City”), MOFFAT COUNTY, CITY OF STEAMBOAT SPRINGS, ROUTT COUNTY, TOWN OF HAYDEN,** and the **TOWN OF YAMPA** (each a “*Party*” and collectively, the “*Regional Partners*” or “*Parties*”).

BACKGROUND

A. The City, for itself and acting as a fiscal agent on behalf of the Regional Partners, was awarded grants by the Department of Local Affairs (the “*Grant*”, attached hereto as Exhibit A) in the amount of Two Million Two Hundred Sixty-Five Thousand Dollars (\$2,265,000) (the “*Contribution Amount*”) of the State of Colorado for the design and construction of a solar facility.

B. East Victory Way Solar LLC (“*Developer*”) proposes to design, engineer, construct, install, procure, own, commission, test, operate, maintain, replace, and repair a photovoltaic solar electric energy generating system with a total aggregate nameplate capacity of 3,900 kW ac (the “*System*”) on property owned by Yampa Valley Electric Association, Inc. (“*Purchaser*”); and, in connection therewith, on or about the date hereof, is entering into that certain Solar Energy Power Purchase Agreement (the “*PPA*”) with Purchaser pursuant to which Developer will sell fifty percent (50%) of the System output to Purchaser at a fixed discounted rate. The PPA is attached hereto as Exhibit B.

C. On or about the date hereof, the Purchaser and the Regional Partners are entering into that certain Bill Credit Agreement with Purchaser pursuant to which (a) Purchaser will sell and deliver to the City and Regional Partners, and the City and the Regional Partners will purchase and accept from Purchaser, fifty percent (50%) of the System output, and (b) Purchaser will provide the Regional Partners will a bill credit as determined therein. The Bill Credit Agreement is attached hereto as Exhibit C.

D. On or about the date hereof, the City and the Developer are entered into that certain Contribution Agreement pursuant to which the City will contribute the Contribution Amount to defray Developer’s costs for engineering, procuring, and constructing the System and thereby permit Developer to sell a portion of the output at a discounted rate. The Contribution Agreement is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, the Parties hereby agree to the foregoing background statements and as follows:

1. Each Party has read and understands the terms and conditions of the Grant, attached hereto as Exhibit A. Each Party has also read and understands the terms of each of the PPA, Bill Credit Agreement, and Contribution Agreement (collectively, the “*Agreements*”), attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively. Each Party has had the opportunity to consult with legal counsel in connection with its review of the Agreements and the Grant.

2. Each Party acknowledges that it is a member of the Regional Partners, as defined herein and in the Agreements, and is subject to the rights and obligations of the Regional Partners pursuant to the Agreements.

3. In the event of a dispute arising out of or relating to any or each of the Agreements, or in the event the Grant requires repayment pursuant to the terms and conditions of the Grant, the Parties shall work together in good faith to resolve the dispute and/or address repayment obligations. The Parties shall also equitably share in the benefits and consequences of the resolution of any dispute or repayment.

4. Miscellaneous

4.1 Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

4.2 Governing Law and Jurisdiction. This Agreement shall be interpreted under and governed by the laws of the State of Colorado. The Parties hereby consent and submit to the personal jurisdiction and venue of the courts of the State of Colorado located in Steamboat Springs, Colorado; provided, however, that if the dispute relates, in part or in whole, to a Grant or compliance with provisions of a Grant and DOLA may intervene or otherwise participate in adjudication of the dispute or related disputes, the Parties hereby consent and submit to the personal jurisdiction and venue of the court of the State of Colorado designated by the applicable Grant. The Parties waive any claim of *forum non-conveniens*.

4.3 Captions and Titles. Captions and titles used in this Agreement shall have no bearing on the meaning or interpretation of any clause.

4.4 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if the remainder is in conformity with the terms and requirements of applicable laws.

4.5 Contacts. Unless otherwise herein specified, all written notices, amendments and official correspondence concerning this Agreement shall be made between City and Regional Partners at the following addresses:

| REGIONAL PARTNER | NOTICE INFORMATION |
|-------------------------|--|
| City of Craig, Colorado | 300 W. 4 th Street Craig, CO 81625 Attention: Peter Brixius, City Manager Tel: 970-826-2023 Cell: 970-589-5547 Email: pbrixius@cityofcraig.org |
| Moffat County, Colorado | 221 W Victory Way Craig, CO 81625 Attention: Jeff Comstock, Director, Moffat County Natural Resources Department Tel: 970-826-3400 Email: jcomstock@moffatcounty.net |

| REGIONAL PARTNER | NOTICE INFORMATION |
|---|---|
| The City of Steamboat Springs, Colorado | PO Box 775088 Steamboat Springs, CO 80477 Attention: City Manager / City of Steamboat Springs Tel: 970-879-2060 Email: gsuiter@steamboatsprings.net |
| The Town of Hayden, Colorado | P.O. Box 190 Hayden, CO 81639 Attention: Mathew Mendisco Tel: 970-276-3741 Email: Mathew.Mendisco@haydencolorado.org |
| The Town of Yampa, Colorado | PO Box 224 Yampa, CO 80483 Attention: Sheila Symons, Town Clerk/Treasurer Tel: 970-638-4511 Email: clerk@townofyampa.com |
| Routt County, Colorado | 522 Lincoln Ave #30 Steamboat Springs, CO 80487 Attention: Jay Harrington, County Manager Tel: 970-879-0108 Email: jharrington@co.routt.co.us With a copy to: Yampa Valley Regional Airport PO Box 1060 Hayden, CO 81639 Attention: Kevin Booth Tel: 970-276-5004 Cell: 719-640-8783 Email: kbooth@co.routt.co.us |

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission is binding upon the other Party as an original.

4.7 Authority. Each Party represents and warrants that the person who signs below on behalf of such Party has received all requisite authorizations required to execute this Agreement on behalf of such Party and to bind such Party to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Agreement, effective as of the date first set forth above.

[Signature pages to follow]

CITY OF CRAIG, COLORADO

By: _____ Date: _____
Ryan Hess
Mayor

MOFFAT COUNTY

By: _____ Date: _____
Donald Broom
Chairman, Moffat County Board of County Commissioners

CITY OF STEAMBOAT SPRINGS

By: _____ Date: _____
Gary Suiter
City Manager

ROUTT COUNTY

By: _____ Date: _____
Beth Melton
Chair of the Board of County Commissioners

TOWN OF HAYDEN

By: _____ Date: _____
Zachary Wuestewald
Mayor

TOWN OF YAMPA

By: _____ Date: _____
Stacey L. Geilert
Mayor

BILL CREDIT AGREEMENT

by and Among

**YAMPA VALLEY ELECTRIC ASSOCIATION, INC.
("SELLER")**

and

**THE CITY OF CRAIG, COLORADO;
MOFFAT COUNTY, COLORADO;
THE CITY OF STEAMBOAT SPRINGS, COLORADO;
THE TOWN OF HAYDEN, COLORADO;
THE TOWN OF YAMPA, COLORADO;
ROUTT COUNTY, COLORADO
(EACH, A "PURCHASER" AND TOGETHER, THE "REGIONAL PARTNERS")**

TABLE OF CONTENTS

| | |
|--|---|
| ARTICLE I. CONDITIONS PRECEDENT; TERM..... | 2 |
| 1.1 Conditions Precedent to Performance by Seller | 2 |
| 1.2 Term | 2 |
| ARTICLE II. PURCHASE AND SALE OF OUTPUT; ISSUANCE OF BILL CREDITS | 2 |
| 2.1 Purchase and Sale of Output | 2 |
| 2.2 Delivery Point | 2 |
| 2.3 Bill Credits | 2 |
| 2.4 Other Attributes | 2 |
| 2.5 Taxes | 2 |
| 2.6 PPA Damages, Security | 2 |
| ARTICLE III. INVOICES | 3 |
| 3.1 Invoices | 3 |
| 3.2 Account Update | 3 |
| ARTICLE IV. INTERRUPTION OF SERVICE..... | 3 |
| 4.1 Outages | 3 |
| 4.2 Curtailments | 3 |
| 4.3 Curtailed Output..... | 3 |
| ARTICLE V. REPRESENTATIONS AND COVENANTS..... | 4 |
| 5.1 Mutual Representations | 4 |
| 5.1.1 Due Organization | 4 |
| 5.1.2 Due Authorization | 4 |
| 5.1.3 No Consent Required | 4 |
| 5.1.4 Accuracy of Information | 4 |
| 5.1.5 Enforceability | 4 |
| 5.1.6 No Breach..... | 4 |
| 5.2 Covenants..... | 4 |
| 5.2.1 Records and Information | 4 |
| 5.2.2 Further Assurances | 4 |
| ARTICLE VI. DEFAULT | 5 |
| 6.1 Events of Default | 5 |
| 6.1.1 Misrepresentation as of Effective Date | 5 |
| 6.1.2 Failure to Meet Obligations..... | 5 |
| 6.1.3 Bankruptcy | 5 |
| 6.1.4 Recapture of DOLA Grant | 5 |
| 6.2 Remedies for Event of Default | 5 |
| 6.2.1 Remedies | 5 |
| 6.2.2 Early Termination Date | 6 |
| 6.2.3 Upon Termination for Default..... | 6 |

| | | |
|---|---|----|
| 6.2.4 | Termination Payment Notice..... | 6 |
| 6.2.5 | Remedies Cumulative..... | 6 |
| 6.2.6 | Unpaid Obligations..... | 6 |
| 6.3 | Termination of System PPA | 6 |
| ARTICLE VII. FORCE MAJEURE; SYSTEM LOSS; CHANGE IN LAW | | 7 |
| 7.1 | Force Majeure | 7 |
| 7.2 | Termination for Force Majeure..... | 7 |
| 7.3 | Change in Law | 7 |
| 7.4 | System Loss | 7 |
| ARTICLE VIII. LIABILITY AND INDEMNIFICATION; RELEASE..... | | 8 |
| 8.1 | Liability and Responsibility | 8 |
| 8.2 | Mutual General Indemnity | 8 |
| 8.3 | Defense of Claims..... | 8 |
| 8.4 | Limitation of Liability..... | 9 |
| 8.5 | Release | 9 |
| 8.6 | Survival | 10 |
| ARTICLE IX. ASSIGNMENT..... | | 10 |
| 9.1 | Assignment. | 10 |
| ARTICLE X. PUBLICITY AND NON-DISCLOSURE OF PROPRIETARY INFORMATION..... | | 10 |
| 10.1 | Publicity | 10 |
| 10.1.1 | Press Releases..... | 11 |
| 10.1.2 | Promotional Materials | 11 |
| 10.2 | Definition of Proprietary Information..... | 11 |
| 10.3 | Confidentiality of Proprietary Information..... | 11 |
| 10.4 | Rights to Proprietary Information..... | 12 |
| 10.5 | Remedies..... | 13 |
| ARTICLE XI. RULES FOR ENFORCEMENT AND ADMINISTRATION | | 13 |
| 11.1 | Governing Law and Jurisdiction..... | 13 |
| 11.2 | Disputes..... | 13 |
| 11.2.1 | Procedure | 13 |
| 11.2.2 | Termination During Dispute | 13 |
| 11.2.3 | Performance During Dispute..... | 13 |
| 11.3 | Notices | 14 |
| 11.4 | Counterpart Execution | 14 |
| 11.5 | Amendments | 14 |
| 11.6 | No Waiver..... | 14 |
| ARTICLE XII. MISCELLANEOUS..... | | 14 |
| 12.1 | Entire Agreement | 14 |
| 12.2 | Negotiated Agreement | 15 |
| 12.3 | Severability | 15 |

| | | |
|-------|--|----|
| 12.4 | Survivability..... | 15 |
| 12.5 | Third Party Beneficiaries | 15 |
| 12.6 | Headings | 15 |
| 12.7 | Interpretation..... | 15 |
| 12.8 | Good Faith and Fair Dealing..... | 15 |
| 12.9 | Waiver of Jury Trial..... | 16 |
| 12.10 | No other Representations or Warranties | 16 |
| 12.11 | Amendments to DOLA Grant..... | 16 |

Appendix A Definitions

| | |
|-----------|--|
| Exhibit A | Delivery Point |
| Exhibit B | Expected Output |
| Exhibit C | Solar Electricity Price |
| Exhibit D | Regional Partner Notice Information |
| Exhibit E | Allocation of Purchaser Percentage and Account Information |

BILL CREDIT AGREEMENT

This Bill Credit Agreement ("Agreement") is made and entered into as of May 27, 2022 ("Effective Date"), by and among Yampa Valley Electric Association, Inc. a Colorado cooperative association ("Seller") and the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado (each, a "Purchaser," and together, the "Regional Partners"). Each of Seller and the Regional Partners shall sometimes be referred to herein as a "Party" and together, as the "Parties." Capitalized terms in this Agreement have the meaning set forth in Appendix A.

BACKGROUND:

A. Seller is the retail service provider meeting all of the power requirements of each Purchaser pursuant to each Purchaser's existing Service Agreement;

B. Seller is purchasing all of the Output generated by the System (as defined below) for the term of this Agreement pursuant to a Solar Energy Power Purchase Agreement (the "System PPA") with East Victory Solar LLC ("System Owner") dated as of the Effective Date;

C. Seller desires to sell and deliver, and the Regional Partners desire to purchase and accept, fifty percent (50%) of the Output from the System (together, the "Regional Partners' Share") for the price set forth in Exhibit C as part of meeting Seller's obligations as a retail service provider;

D. Associated with the sale of the Regional Partners' Share of the Output, Purchaser shall issue bill credits as set forth in this Agreement;

E. In accordance with certain grants from the Department of Local Affairs of the State of Colorado (as further defined below, the "DOLA Grant"), upon achievement of the "Commercial Operation Date" of the System under the System PPA, the City of Craig, Colorado, acting as fiscal agent to the Regional Partners, will make a one-time lump sum payment to System Owner in the amount of Two Million Two Hundred Sixty-Five Thousand Dollars (\$2,265,000) (the "DOLA Grant Amount") pursuant to that certain Contribution Agreement by and between the City of Craig and System Owner (the "Contribution Agreement");and

G. Pursuant to this Agreement, Seller and each Purchaser intend that Seller shall be entitled to (a) the remaining fifty (50%) of the Output, and (b) one hundred percent (100%) of the Green Attributes, Ancillary Services and Capacity Rights associated with the Output.

In consideration of the agreements and covenants hereinafter set forth, including the recitals which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I. CONDITIONS PRECEDENT; TERM

1.1 Conditions Precedent to Performance by Seller. Subject to the terms and conditions of this Agreement, and unless waived by Seller in its sole discretion, Seller's obligation to perform under this Agreement shall be conditioned upon each of (a) the achievement of the Commercial Operation Date of the System (as defined in the System PPA) as determined by Seller in its sole discretion, and (b) payment by the Regional Partners of the DOLA Grant Amount to System Owner.

1.2 Term. This Agreement commences on the Effective Date and will continue until expiration of the Term, unless sooner terminated as provided for in this Agreement.

ARTICLE II. PURCHASE AND SALE OF OUTPUT; ISSUANCE OF BILL CREDITS

2.1 Purchase and Sale of Output. Beginning as of the Commercial Operation Date of the System and continuing throughout the Term, Seller shall deliver and sell to each Purchaser, and each Purchaser shall accept delivery of and purchase from Seller, the Regional Partners' Share.

2.2 Delivery Point. Title to, risk of loss of, and custody and control of, the Output shall pass from Seller to each Purchaser at the Delivery Point.

2.3 Bill Credits. In connection with the delivery of the Regional Partners' Share, Seller shall issue to each Purchaser, on a monthly basis, bill credits in an amount equal to the product of (a) the Regional Partners' Share (measured in kWh), multiplied by (b) \$0.0234 (the "Regional Partners Bill Credit"). The allocation of each Purchaser is set forth in Exhibit E.

2.4 Other Attributes. All Green Attributes, Ancillary Services and Capacity Rights associated with the Output shall be remain the sole property of Seller. All Output other than the Regional Partners' Share shall remain the sole property of Seller.

2.5 Taxes. Each Party shall be responsible for its own taxes in connection with the transactions contemplated hereunder, to the extent applicable.

2.6 PPA Damages, Security. In the event that Seller (a) collects from System Owner Commercial Operation Delay Damages or Shortfall Liquidated Damages, in each case, as such term is defined in the System PPA, or (b) draws on the Development Security or the Performance Security (in each case, as such term is defined in the System PPA) pursuant to the terms of the System PPA, Seller shall remit to the Regional Partners within sixty (60) days following such collection or draw the amount of such damages, after deducting any amounts associated with Seller's actual, direct damages to Seller caused by the acts or omissions of System Owner or Regional Partners.

ARTICLE III. INVOICES

3.1 Invoices. On or before the tenth (10th) day of each calendar month in which Output is received by Seller and delivered to Purchaser, Seller shall prepare and provide each Purchaser with a statement showing each Purchaser's Regional Partners Bill Credit amount, which will be credited to Purchaser's bill under the account set forth in Exhibit E consistent with its Service Agreement for the subsequent calendar month. Any Purchaser may notify Seller in writing in accordance with Section 11.2 within ten (10) days following receipt of any statement that a Purchaser has a reasonable basis to dispute.

3.2 Account Update. If any Purchaser wishes to update its designated account as set forth in Exhibit E, such Purchaser shall provide notice to Seller and the other Purchasers no later than the tenth (10th) day of the calendar month prior to the month when such change will take effect, provided that in no event may any Purchaser update such Purchaser's designated account information more than one (1) time per calendar year without the prior written consent of Seller. The Parties agree that such updates to Exhibit E shall not constitute amendments or modifications to this Agreement pursuant to Section 11.5.

ARTICLE IV. INTERRUPTION OF SERVICE

4.1 Outages. Seller shall use commercially reasonable efforts to timely report any outages, including planned outages, maintenance outages and forced outages that could materially and adversely impact the delivery of Output in compliance with prudent utility standards. Seller shall not be obligated to deliver Output, issue Regional Partner Bill Credits, or pay any damages associated with, any Output not delivered by System Owner to the Delivery Point due to an outage.

4.2 Curtailments. Seller shall obey all orders for curtailment of Output by the transmission provider, any electric system authority, or any other Governmental Authority with authority over the System or Seller's electrical system. Without limiting the foregoing, Seller shall not be obligated to deliver Output, issue Regional Partner Bill Credits, or pay any damages associated with, any Output not delivered by System Owner to the Delivery Point due to a curtailment, regardless of the reason therefor.

4.3 Curtailed Output. The amount of Output curtailed under Section 4.2 ("Curtailed Output") shall be reasonably determined by Seller after the curtailment has ended based upon the Output that would have been generated at the Delivery Point, but that was not generated and delivered solely as a result of such curtailment. To the extent Seller is required to pay System Owner for any Output curtailed under the System PPA and such curtailment is not caused by the gross negligence, intentional misconduct or fraud of Seller, Seller shall deduct bill credits equivalent to the amounts paid by Seller to System Owner under the System PPA from future Regional Partners Bill Credits due hereunder.

APPENDIX A

DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning set forth in this Appendix A:

“Affiliate” of any designated Person means any Person that directly or indirectly controls, is under the control of, or is under common control with, the designated Person by the power to direct or cause the direction of the management of the policies of the designated Person, whether through ownership interest, by contract or otherwise.

“Agreement” has the meaning set forth in the introductory paragraph hereof, amended from time to time in accordance with the provisions hereof.

“Ancillary Services” means all of the products deemed to be “ancillary services” defined as such by any balancing authority, system operator, reliability entity or Governmental Authority that are produced by the System during the Term.

“Business Day” means any day other than Saturday, Sunday, or a day on which the Federal Reserve Bank is authorized or required to be closed.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Term, to capacity, associated attributes or reserves or any of the foregoing as may in the future be defined by any balancing authority, reliability entity or Governmental Authority associated with the System.

“Change in Law” has the meaning set forth in Section 7.3.

“Commercial Operation Year” or “Commercial Operation Years” means (a) the Initial Stub Year; (ii) each of the following nineteen (19) calendar years, beginning on the first day of January following the end of the Initial Stub Year and each succeeding twelve month period up to and including the period ending with the December 31 of such nineteenth (19th) calendar year; and (iii) the Final Stub Year.

“Contribution Agreement” has the meaning set forth in the Recitals of this Agreement.

“CORA” means the Colorado Open Records Act.

“Costs” means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred, including reasonable attorneys’ fees, if any, incurred in connection with the termination of, or enforcing its rights under, this Agreement, including actual costs of removal of the System by the Non-Defaulting Party. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

“Curtailed Output” has the meaning set forth in Section 4.3.

“Defaulting Party” has the meaning set forth in Section 6.1.

“Delivery Point” means the physical location set forth in the attached Exhibit A.

“Dispute” has the meaning set forth in Section 11.2.1.

“DOLA” has the meaning set forth in the definition of “DOLA Grant.”

“DOLA Grant” means that certain Energy and Mineral Impact Assistance grant awarded to the City of Craig, Colorado by the Colorado Department of Local Affairs (“DOLA”) for Project EIAF 9325 – RENW Craig Regional Solar Utility, pursuant to that certain award letter dated December 28, 2020 and amended pursuant to that certain award letter dated October 28, 2021, in the amount of the DOLA Grant Amount.

“DOLA Grant Amount” has the meaning set forth in the recitals to this Agreement.

“Early Termination Date” has the meaning set forth in Section 6.2.1.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Electricity” means electrical energy.

“Event of Default” has the meaning set forth in Section 6.1.

“Expected Output” means the expected amount of Output from the System, as set forth in Exhibit B.

“Final Stub Year” means the period beginning on the first day of January following the nineteenth (19th) full calendar year referenced in clause (ii) of the definition of “Commercial Operation Year” and ending at 24:00 hours on the date that, together with the number of days in the Initial Stub Year, would be equal to three hundred sixty five (365) days.

“Force Majeure” or “Force Majeure Event” means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party, (b) such event is not due to such Party’s negligence or intentional misconduct, (c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof and (e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes of a regional or national nature, supply shortages, adverse weather conditions or other acts of God that are extreme and unexpected, or riot or civil unrest, but shall not include any inability to make any payments that are due hereunder or to any third party.

“Gains” means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner.

“Governmental Authority” means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over such Person or its property or operations, and with respect to Seller, specifically includes FERC, NERC, WECC and WREGIS. For the avoidance of doubt, no Purchaser shall be deemed a Governmental Authority for purposes of this Agreement.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System of Electricity purchased by Purchaser, and its displacement of conventional energy generation. Green Attributes include Renewable Energy Credits, as well as (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides, nitrogen oxides, carbon monoxide and other pollutants, (b) any avoided emissions of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere and (c) the reporting rights to these avoided emissions, such as Reporting Rights. Green Attributes do not include Tax Benefits.

“Indemnified Party” or “Indemnified Parties” has the meaning set forth in Section 8.2.

“Indemnifying Party” has the meaning set forth in Section 8.2.

“Initial Stub Year” means the period beginning on the Commercial Operation Date and ending at 24:00 hours on December 31 in the year during which the Commercial Operation Date occurs.

“Interest Rate” means the lesser of (a) two hundred (200) basis points above the per annum “Prime Rate” reported daily in *The Wall Street Journal*, or (b) the maximum rate permitted by applicable requirements of Law.

“Law” means any federal, state, local or other law (including any Environmental Laws), common law, treaty, code, rule, ordinance, binding directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority which is binding on a Party or any of its property.

“Losses” means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner.

“Non-Defaulting Party” has the meaning set forth in Section 6.2.1.

“Output” means all of the Electricity produced by the System and delivered or made available for delivery to the Delivery Point.

“Party” or “Parties” has the meaning set forth in the introductory paragraph of this Agreement.

“Person” means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

“Present Value Rate” means, at any date, the sum of 0.50% plus the yield reported on page “USD” of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the remaining term of the Agreement at that date.

“Product” has the meaning set forth in the recitals of this Agreement.

“Proprietary Information” has the meaning set forth in Section 10.2.

“PSCo” means Public Service Company of Colorado.

“Purchaser” has the meaning set forth in the introductory paragraph of this Agreement.

“Regional Partners” means, together, the City of Craig, Colorado; Moffat County, Colorado; the City of Steamboat Springs, Colorado; the Town of Hayden, Colorado; the Town of Yampa, Colorado; and Routt County, Colorado.

“Regional Partners Bill Credit” has the meaning set forth in Section 2.3.

“Regional Partners’ Share” has the meaning set forth in the recitals to this Agreement.

“Renewable Energy Credits” or “REC’s” means all certificates (including tradable renewable certificates), “green tags,” or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, including those renewable energy certificates: (a) which may be registered by Purchaser with the Western Renewable Energy Generation Information System or its successor; and (b) that meet the requirements for Purchaser’s renewable portfolio standard under applicable State Law.

“Seller” has the meaning set forth in the introductory paragraph of this Agreement.

“Service Agreement” means the rules and regulations pursuant to which Purchaser provides retail electric service to each of the Regional Parnters, which can be found here: <https://www.yvea.com/service-rules-and-regulations>.

“Solar Electricity Price” has the meaning set forth in Exhibit C.

“State Confidential Information” means any and all State Records not subject to disclosure under the CORA. State Confidential Information includes, but is not limited to State personnel records not subject to disclosure under the CORA.

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

“System” means a photovoltaic solar electric energy generating system installed, owned, operated or controlled by System Owner.

“System Loss” means loss, damage or destruction of the System that prevents or limits the System from operating in whole or in part, resulting from or arising out of casualty, condemnation or a Force Majeure Event.

“System Owner” means East Victory Way Solar LLC, a subsidiary of Ameresco, Inc.

“System PPA” means the Solar Energy Power Purchase Agreement, set forth in the Recitals of this Agreement.

“Term” means the “Term” (as may be extended) from the Commercial Operation Date of the System (as determined under the System PPA).

“Termination Payment” means a calculation by the Non-Defaulting Party in a commercially reasonable manner of its Gains, Losses and Costs resulting from the termination of this Agreement. In no event shall a Party’s Gains, Losses or Costs used to calculate the Termination Payment include any penalties or similar charges imposed by the Non-Defaulting Party. The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

EXHIBIT A
DELIVERY POINT

SEE ATTACHED.



**YAMPA VALLEY
ELECTRIC ASSOCIATION**

700 E. Main St., Suite 200
Ft. Collins, CO 80501-6900
Phone: 970-221-4400 ext. 402
Fax: 970-221-4776
www.yvca.org

EXHIBIT B
EXPECTED OUTPUT

SEE ATTACHED.

EXHIBIT B

| Grant Level (DOLA) | \$ | 2,265,000 | | | | | | | |
|--------------------|------------------------------|------------------------------------|------------------------------------|---------------|------------------|-------------------|--------------|--|--|
| Operating Year | Annual Expected Output (kWh) | 85% Annual Guaranteed Output (kWh) | Cumulative Guaranteed Output (kWh) | Partners Half | Bill Credit Rate | Partners' Savings | Cumulative | | |
| 1 | 9,639,000 | 8,193,150 | 8,193,150 | 4,819,500 | \$ 0.02340 | \$ 112,776 | \$ 112,776 | | |
| 2 | 9,590,805 | 8,152,184 | 16,345,334 | 4,795,403 | \$ 0.02340 | \$ 112,212 | \$ 224,989 | | |
| 3 | 9,542,851 | 8,111,423 | 24,456,758 | 4,771,425 | \$ 0.02340 | \$ 111,651 | \$ 336,640 | | |
| 4 | 9,495,137 | 8,070,866 | 32,527,624 | 4,747,568 | \$ 0.02340 | \$ 111,093 | \$ 447,733 | | |
| 5 | 9,447,661 | 8,030,512 | 40,558,136 | 4,723,831 | \$ 0.02340 | \$ 110,538 | \$ 558,271 | | |
| 6 | 9,400,423 | 7,990,359 | 48,548,495 | 4,700,211 | \$ 0.02340 | \$ 109,985 | \$ 668,256 | | |
| 7 | 9,353,421 | 7,950,408 | 56,498,903 | 4,676,710 | \$ 0.02340 | \$ 109,435 | \$ 777,691 | | |
| 8 | 9,306,654 | 7,910,655 | 64,409,558 | 4,653,327 | \$ 0.02340 | \$ 108,888 | \$ 886,579 | | |
| 9 | 9,260,120 | 7,871,102 | 72,280,660 | 4,630,060 | \$ 0.02340 | \$ 108,343 | \$ 994,922 | | |
| 10 | 9,213,820 | 7,831,747 | 80,112,407 | 4,606,910 | \$ 0.02340 | \$ 107,802 | \$ 1,102,724 | | |
| 11 | 9,167,751 | 7,792,588 | 87,904,995 | 4,583,875 | \$ 0.02340 | \$ 107,263 | \$ 1,209,986 | | |
| 12 | 9,121,912 | 7,753,625 | 95,658,620 | 4,560,956 | \$ 0.02340 | \$ 106,726 | \$ 1,316,713 | | |
| 13 | 9,076,302 | 7,714,857 | 103,373,477 | 4,538,151 | \$ 0.02340 | \$ 106,193 | \$ 1,422,906 | | |
| 14 | 9,030,921 | 7,676,283 | 111,049,759 | 4,515,460 | \$ 0.02340 | \$ 105,662 | \$ 1,528,567 | | |
| 15 | 8,985,766 | 7,637,901 | 118,687,661 | 4,492,883 | \$ 0.02340 | \$ 105,133 | \$ 1,633,701 | | |
| 16 | 8,940,837 | 7,599,712 | 126,287,372 | 4,470,419 | \$ 0.02340 | \$ 104,608 | \$ 1,738,309 | | |
| 17 | 8,896,133 | 7,561,713 | 133,849,085 | 4,448,067 | \$ 0.02340 | \$ 104,085 | \$ 1,842,393 | | |
| 18 | 8,851,652 | 7,523,905 | 141,372,990 | 4,425,826 | \$ 0.02340 | \$ 103,564 | \$ 1,945,958 | | |
| 19 | 8,807,394 | 7,486,285 | 148,859,275 | 4,403,697 | \$ 0.02340 | \$ 103,047 | \$ 2,049,004 | | |
| 20 | 8,763,357 | 7,448,854 | 156,308,129 | 4,381,679 | \$ 0.02340 | \$ 102,531 | \$ 2,151,535 | | |
| 20-Year Total | 183,891,916 | 156,308,129 | | 91,945,958 | | \$ 2,151,535 | | | |
| 21 | 8,719,540 | 7,411,609 | 163,719,738 | 4,359,770 | \$ 0.02340 | \$ 102,019 | \$ 2,253,554 | | |
| 22 | 8,675,943 | 7,374,551 | 171,094,289 | 4,337,971 | \$ 0.02340 | \$ 101,509 | \$ 2,355,063 | | |
| 23 | 8,632,563 | 7,337,679 | 178,431,968 | 4,316,282 | \$ 0.02340 | \$ 101,001 | \$ 2,456,064 | | |
| 24 | 8,589,400 | 7,300,990 | 185,732,958 | 4,294,700 | \$ 0.02340 | \$ 100,496 | \$ 2,556,560 | | |
| 25 | 8,546,453 | 7,264,485 | 192,997,443 | 4,273,227 | \$ 0.02340 | \$ 99,994 | \$ 2,656,553 | | |
| 25-Year Total | 227,055,816 | 192,997,443 | | 113,527,908 | | | | | |

Exhibit B

Resolution 2022-72

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF MOFFAT COUNTY
ADOPTING AMENDED AND RESTATED
MOFFAT COUNTY RETIREMENT PLAN

ADOPTION OF THE AMENDED & RESTATED
MOFFAT COUNTY RETIREMENT PLAN

WHEREAS, the Internal Revenue Service (IRS) requires employers with qualified, pre-approved plans to restate their plan documents reflecting changes that have occurred since the plan documents were created or last restated; and

WHEREAS, the IRS requires that governmental Code 401(a) tax-qualified retirement plans, including the Plan, must be amended and restated to reflect the provisions of the above-referenced no later than July 31, 2022, in order to maintain their tax-qualified status;

WHEREAS, the Board of County Commissioners of Moffat County desires that the Plan now be amended and restated, effective June 1, 2022, to comply with these Internal Revenue Code Requirements.

NOW, THEREFORE, the Moffat County Commissioners hereby adopt the following Resolution:

1. **AMENDED AND RESTATED MOFFAT COUNTY RETIREMENT PLAN.**
The Moffat County Commissioners hereby ratify the adoption of the MOFFAT COUNTY RETIREMENT PLAN as amended and restated effective June 1, 2022, a copy of which is attached hereto and incorporated herein (the "Amendment").
2. **FURTHER ACTION:** The Moffat County Commissioners hereby authorize and direct their appropriate members or officers to take any and all action, including the execution of the Amendment, which they deem appropriate or necessary to carry out the intent of this Resolution.

Adopted this 28th day of June, 2022.

Donald Broom, Chair
Moffat County Board of County Commissioners

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 28th day of June, 2022.

Erin Miller, Deputy Clerk and Ex-officio to the County
Commissioners, Moffat County, State of Colorado