Larimer County | Board of County Commissioners

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.7010, Larimer.gov

Date: **Tuesday, June 23, 2026**

Time: **9:00 AM**

Location: **Hearing Room, 1st Floor, 200 West Oak Street, Fort Collins, CO 80521**

Administrative Matters Agenda

Pledge of Allegiance

Public Comment

All who wish to comment must follow the Rules and Procedures for Public Comment as established by the Board of County Commissioners:

PLEASE NOTE: We are taking public comments via email and phone, in addition to in-person comments. If commenting via email, please email your comment. You must register by 4:30pm the Monday before the meeting to participate by phone. If you wish to be called, please email us or call (970) 498-7010 and provide your name, topic for comment and phone number. You will be called at that number when it is your turn.

Approval of Minutes

1. Draft minutes for the week of June 8, 2026

Upcoming Schedule Review

1. Schedule review for the week of June 29, 2026

Consent Agenda

The Consent Agenda consists of items of no perceived controversy and routine administrative actions, such as Abatements, Agreements, Deeds, Final Plats, Liquor Licenses, Resolutions and other matters previously reviewed by the Board of County Commissioners. Staff recommends approval of the Consent Agenda. A Commissioner may request that an item be “pulled” off the agenda and considered separately. Items pulled from the agenda will be considered after the Board takes action on the remainder of the Consent Agenda.

1. Please see the packet for the Consent Agenda and related documents

Comments from Commissioners' Guests

Discussion Items

Discussion Items enable the Board of County Commissioners to receive information, conduct deliberations and take necessary actions as directing staff or making official decisions. If a hearing to receive testimony from the public is planned for any discussion item, the agenda will list the item as a hearing.

1. None requested.

County Manager Update

Update to the Board of County Commissioners regarding administrative matters and other items that do not require in-depth discussion or are for informational purposes only.

Commissioner Activity Reports

The Board of County Commissioners represent the County on various committees and task forces and serve as liaisons to the County's boards and commissions. Commissioners report the activities they have been involved in over the past week.

Executive Session

1. None requested.

Legal Matters

1. None requested.

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least 7 business days' notice. Please email us or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

MINUTES OF THE BOARD OF COUNTY COMMISSIONERS

MONDAY, JUNE 8, 2026

LAND USE HEARING

The Board of County Commissioners met at 3:00 p.m. with Jenny Axmacher, Planning Manager. Chair Pro Tem Kefalas presided. Commissioner Stevens was present. Commissioner Shadduck-McNally was excused. Also present were Justin Currie, Jared Seay, Samantha Lasher, Laura Collier, and Christina Scrutchins, Community Development; Ashton Brodahl and Lea Schneider Health Department; Christine Luckasen, Assistant County Attorney; and Dianne Cheney, Deputy Clerk.

Chair Kefalas opened the meeting with the Pledge of Allegiance.

The Board did not wish to remove any items from the Consent Agenda. No members of the public wished to remove any items from the Consent Agenda.

PUBLIC HEARING CONSENT ITEMS:

1. BURKE LOT CONSOLIDATION & EASEMENT VACATION, FILE NO. 26-LAND4553: The subject properties are located at 28 and 37 Yui Court in Red Feather Lakes. The properties are 1.06 acres and 0.75 acres, respectively, and are both zoned O-Open. 37 Yui Court currently contains one single-unit residential home and outhouse constructed in 2001, while 28 Yui Court is currently vacant. The applicant is requesting to vacate a 20-foot-wide easement that exists between Lots 54 and 55 of Crystal Lakes 15th Filing PUD and then combine these two lots into one. The easement being vacated was created when the subdivision was platted, therefore, it requires an easement vacation process to be removed. No new development is currently proposed, although the applicants have expressed interest in constructing a garage on the combined lot in the future.

The property is currently servced by Crystal Lakes Water and Sanitation. Since this request is not creating a new lot, no new water or sewer services are required. The utilites that serve this property have signed the utility checksheet, and no concerns were received regarding the request.

Postcards were mailed to 20 property owners within 500 feet of the subject property to notify them of this request. As of May 26, 2026, no comments from neighboring property owners have been received. Internal and external referral agencies have reviewed the proposal and there are no issues or concerns with the proposed request.

To approve an amended plat, the Board of County Commissioners shall consider review criteria found in article 6.7.5.D.3, and easement vacation review criteria section 6.5.8.D.1 of the Larimer County Land Use Code.

The proposed Lot Consolidation Access Easement Vacation Lots 54 and 55 of Crystal Lakes Subdivision 15th Filing PUD meets all the applicable criteria in sections 6.5.7.D.3 and 6.5.8.D.1. The Development Services Team is in support of the proposed consolidation of lots and easement vacation as it will be consistent with or exceed required setbacks and minimum lot size for the RR-2 zone district. The Development Services team also finds that the vacation of the existing easement will not negatively impact access, utility servicing, or would be expected to negatively impact adjacent parcel owners. Therefore, the request is supported by the Development Services Team.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends approval of the Burke Lot Consolidation and Easement Vacation within Crystal Lakes Subdivision 15th Filing PUD, File No. 26-LAND4553, subject to the following conditions:

1. The property will be subject to all restrictions, covenants, and conditions set forth in the plat of record for the Crystal Lakes Subdivision 15th Filing PUD.
2. Any future uses on these lots shall obtain approval through the applicable review procedure as established in the Larimer County Land Use Code prior to commencement of the use.
3. The Findings and Resolution shall be a servitude running with the property. Those owners of the property, or any portion of the property, who obtain title subsequent to the date of recording of the Findings and Resolution, their heirs, successors, assigns or transferees, and persons holding under applicants shall comply with the terms and conditions of this amended plat approval.

2. MCNULTY AMENDED PLAT, FILE NO. 26-LAND4546: The subject property is located at 6601 Hidden Spring Road in Fort Collins, Colorado, approximately one mile west of the intersection of Trilby and South Taft Hill. The property is zoned RR-2-Rural Residential and is Lot 1 of the Kidder Subdivision. The Kidder Subdivision is a two-lot subdivision that was recorded on August 3, 2012. Lot 2 of the Kidder Subdivision already has a single-unit residence on the property with accessory out-buildings. Lot 1 is currently vacant but intended to be developed with a single-unit residence.

A building envelope was shown on Lot 1 at the time the Kidder Subdivision was recorded to ensure that an amenable soil profile for a septic system, and access to a shared well, would be possible for lot 1's water and septic needs.

The applicant intends to alter the location of the existing building envelope to a location closer and more accessible to Hidden Springs Road. The proposed location would still allow for a septic system to be used for the proposed home and would allow access to public water through Spring Canyon Water District, instead of required use of a shared well. The applicants have submitted a soils report indicating that the new building envelope location would also allow for placement of a septic system.

Staff are in support of the proposed building envelope relocation and connection to the Spring Canyon Water District. If this application is approved, the development agreement will be amended only to reflect the new permitted use of public water service in lieu of the previously required joint well agreement, with all other existing restrictions remaining in effect and signed by the Board of County Commissioners. The owners of lot 2 have also

expressed interest in switching to the public water source in the future which will be contemplated through the amended development agreement.

To approve an amended plat, the Board of County Commissioners shall consider articles 6.7.5.D.3 and 6.3.8.D of the Larimer County Land Use Code.

The application meets all of the applicable criteria in article 6.3.8.D and 6.7.5.D.3 of the Land Use Code. The application was submitted to internal and external review agencies for comment. Comments were received by some referral agencies but overall, there were no concerns about the application.

Notice of this application was sent to a total of 12 property owners within 500 feet of the property. As of May 26, 2026, no comments from neighboring property owners have been received.

The Development Services Team is in support of the proposed amended plat of the Kidder Subdivision which meets all of the applicable criteria. The proposed amended plat will grant a more permissive building location for the prospective home and allow connection to a public water source rather than a shared well for both lots within the subdivision.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends that the Board of County Commissioners approve the McNulty Amended Plat, File No. 26-LAND4546 subject to the following conditions:

1. All conditions of approval shall be met, and the final plat recorded by December 8, 2026, or this approval shall be null and void.
2. Any covenant, deed restrictions, or other conditions of approval as approved by the Kidder Subdivision, File No. 10-S2944 and the related development agreement not amended by this approval will continue to apply to the lots. This will be added as a plat note to the final plat.
3. The Findings and Resolution shall be a servitude running with the property. Those owners of the property, or any portion of the property, who obtain title subsequent to the date of the recording of the Findings and Resolution, their heirs, successors, assigns or transferees, and persons holding under applicants shall comply with the terms and conditions of this amended plat approval.
4. Prior to the recordation of the final plat, the Board of County Commissioners shall execute and sign the first addendum to the development agreement for the Kidder Subdivision, File No. 10-S2944.

3. BUEHLER GREEN ACRES RLUP RESIDUAL LOT A AMENDED PLAT & APPEAL, FILE NO. 23-LAND4392: The subject property is located at 1095 Buehler Acres Drive in Berthoud, Colorado, which is located approximately ¼ mile east of the intersection of N. Highway 287 and W. County Road 2E. The property is 41.06 acres and is zoned RR-2 – Rural Residential. The property contains a 4.52-acre building envelope in the southeast corner of the site with an existing single-unit residence constructed in 2005. The building envelope is not being modified with this request.

The property is Residual Lot A of the Buehler Green Acres Rural Land Use Plan (RLUP), approved in 1998 (File No. 98-RLP0019). The development agreement outlines development requirements for all lots in the RLUP, including a restrictive covenant for residual lots, including residual lot A.

The applicant is requesting to divide the existing 41.06-acre residual lot A into a 30.25-acre lot and a 10.81-acre lot for estate planning purposes. The new lot line is proposed to follow the centerline of the existing irrigation ditch, owned by the Old Ish Ditch Company, allowing for a more functional configuration for ongoing agricultural operations.

This application also includes an appeal to Article 6.5.7.D.3.a of the Larimer County Land Use Code since a new lot is proposed with this request.

If approved, this request would not create new developable lots. As noted above, the intent is to establish two conveyable lots that best reflect the existing residential and agricultural land uses while facilitating long-term estate planning for the current property owner. The two resultant lots will remain subject to the covenants and restrictions outlined in the Buehler Green Acres R.L.U.P. 98-RLP0019 Development Agreement and Buehler Green Acres Management Plan, in addition to the RR-2 – Rural Residential zoning district standards. If this application is approved, the development agreement and management plat will be amended only to reflect the new resultant lots, with all other existing restrictions remaining in effect and signed by the Board of County Commissioners (Condition Nos. 3 and 4). Additionally, Section 37 of the development agreement states that the agreement may be amended with written consent of the County and owners of seven lots or 50% of the property owners.

The property is currently served by the Little Thompson Water District (LTWD) and an on-site septic system. Since this request is not creating a new developable lot, no new water or sewer services are required. Both lots will be accessed via Buehler Acres Drive in addition to an existing agricultural field access along Larimer County Road No. 2E for Residual Lot A-1.

All existing utility, drainage, irrigation, and irrigation maintenance easements previously platted with the final plat of the Buehler Green Acres RLUP will remain in place. No easement or right-of-way vacations are proposed with this application. However, an additional 20-foot-wide utility easement will be dedicated to accommodate an existing underground electric line.

Postcards were mailed to fifteen property owners within 500 feet of the subject property to notify them of this request. As of May 26, 2026, no comments from neighboring property owners have been received.

To approve an amended plat, the Board of County Commissioners shall consider review criteria found in Article 6.5.7.D.3 and 6.3.8.D of the Larimer County Land Use Code. Additionally, the Board of County Commissioners will consider Article 6.7.2.B.5 of the Land Use Code.

The Development Services Team concludes that the proposed amended plat of Residual Lot A of the Buehler Green Acres Rural Land Use Plan & Appeal complies with articles 6.3.8.D and 6.5.7.D.3 and there are no issues or concerns. Both internal and external referral agencies either had no concerns or provided comments regarding concerns in the staff report.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends approval of the Amended Plat of Residual Lot A of the Buehler Green Acres Rural Land Use Plan & Appeal File No. 23-LAND4392, subject to the following conditions:

1. All conditions of approval shall be met and the final plat recorded by December 8, 2026 , or this approval shall be null and void.
2. The Findings and Resolution shall be a servitude running with the property. Those owners of the property, or any portion of the property, who obtain title subsequent to the date of recording of the Findings and Resolution, their heirs, successors, assigns or transferees, and persons holding under applicants shall comply with the terms and conditions of this amended plat and appeal approval .
3. Prior to the recordation of the final plat, the Board of County Commissioners shall execute and sign the first addendum to the development agreement and residual land use restrictions for the Buehler Green Acres RLUP, File No. RLP0019 and the first addendum to the Buehler Green Acres RLUP Management Plan.
4. The resultant lots will be subject to all restrictions, covenants and conditions as set forth in the original Development Agreement and Residual Land Use Restrictions for Buehler Green Acres RLUP, File No. 98-RLP0019 and the Buehler Green Acres RLUP Management Plan, unless otherwise amended by the First Addendum Development Agreement and Residual Land Use Restrictions for Buehler Green Acres RLUP, File No. 98-RLP0019 and the Buehler Green Acres RLUP Management Plan, as approved through File No. 23-LAND4392. This will be added as a plat note to the final plat.
5. Prior to the recordation of the final plat, the applicant shall make any required corrections to the plat as noted by the Land Surveyor of the Larimer County Engineering Department, the Planning Division, and Little Thompson Water District, as detailed below:

    a. Correct 'or' to 'of' before Residual Lot A in the smaller font plat title on sheets 1and 2.
    b. Change 'Map' to 'Plat' in notes 1 and 2 in General Notes for consistency.
    c. Correct the reception number of Buehler Green Acres RLUP from 2001054470 to 20010054470 in all places that it is referenced on both sheets.
    d. Remove the 'Found Monument' symbol in the legend.
    e. Provide sources of ROW (right-of-way) widths.
    f. Move the limit of actions statement in the lower right-hand corner of sheet 2 to the left so that text is not cut-off.
    g. Include depth of monument (and if in range box) or height above ground in the monument descriptions.
    h. Revise "Chairman" to "Chair" in the Board of County Commissioners signature block.
    i. Remove the "note" as labeled on Residual Lot A-2 located on sheet 2 and replace with the following statement: "The resultant lots will be subject to all restrictions, covenants, and conditions as set forth in the original development agreement and residual land use restrictions for Buehler Green Acres RLUP Management Plan, unless otherwise amended by the first addendum development agreement and residual land use restrictions for Buehler

Green Acres RLUP, File No. 98-RLP0019 and the Buehler Green Acres Management Plan, as approved through File No. 23-LAND4392."

j. Show the non-exclusive Little Thompson Water District 10-foot easement along the northern property line on sheet 2 (reception No. 97044806).

k. Edit the 20-foot exclusive Little Thompson Water District easement label on sheet 2 to indicate it is a non-exclusive easement for both Little Thompson Water District and the Central Weld County Water District.

6. Should the development rights for Residual Lot A-1 and/or Residual Lot A-2 be repurchased after the 40th anniversary of the original development agreement's recordation, any proposed development shall require approval from the Board of County Commissioners through the applicable County land division process, pursuant to Land Use Code standards.

4. HARTER SHORT-TERM RENTAL SPECIAL REVIEW, FILE NO. 26-ZONE3846: The subject property is located on the east side of Hiawatha Lake, within the Hiawatha Heights Subdivision. It is approximately 0.53-acres in size and is zoned O-Open. This property is located within the Red Feather Lakes plan area. The property contains a two-bedroom cabin constructed in 2017. The property is served by a household use well under permit #303186, an on-site wastewater treatment system, and Red Feather Lakes Fire Protection District. The property takes access from W Grand Drive.

Short-term rental applications in the O – Open zone district are required to receive land use approval through the Special Review process and obtain a conversion permit from the Building Division prior to operating. A short-term rental is considered a Commercial Lodging Facility use and the review process required for such use depends on the zone district in which the property is located.

There are no appeals associated with this application.

The applicant/property owner for this application opted out of the sketch plan phase and moved directly into the public hearing phase. The sketch plan phase is designed for applicants to get comments on their proposal prior to the public hearing phase. In this case, staff was supportive of the application moving straight to the public hearing phase without the sketch plan phase.

On February 12, 2026, notice of the public hearing phase of this application was sent to 96 property owners within 1,000 feet of the property. One community member provided a comment in opposition to the proposed short-term rental. The comment in opposition expressed concern that short-term rental properties in the area could alter the family-oriented character of the neighborhood and negatively affect the unique character of the community. The applicant has provided a response to this community member's comment.

A neighborhood meeting was not required for this application.

To approve a special review application, the Board of County Commissioners must consider Article 6.4.2.D and general review criteria Article 6.3.8.D of the Larimer County Land Use Code and find that each criterion has been met or determined to be inapplicable. Additionally, the Board of County Commissioners must also consider Article 4.0, Development Standards in the Land Use Code.

Internal and external referral agencies were given the opportunity to review and comment on this proposal. Comments can be found in the staff report.

The Development Services Team finds that the proposed special review for the Harter Short-Term Rental meets all applicable criteria in Articles 6.3.8.D and 6.4.2.D, as well as all applicable standards outlined in Article 3.3.5.B and Article 4.0.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends that the Board of County Commissioners approve the Harter Short-Term Rental, File No. 26-ZONE3846 subject to the following conditions:

1. This special review approval shall automatically expire in three years if the use has not commenced and/or building permit and/or development construction permit are not issued.
2. The special review approval shall be subject to revocation at a noticed public hearing if the owner fails to comply with any conditions of approval or fails to use the property consistent with the approved special review.
3. The site shall be developed consistent with the approved plan and with the information contained in the Harter Short-Term Rental, File No. 26-ZONE3846, and the supplemental regulations listed above, except as modified by the conditions of approval or agreement of Larimer County and the property owner. The property owner shall be subject to all other verbal or written representations and commitments of record for the Harter Short-Term Rental Special Review.
4. The property owner is responsible for paying all applicable fees which may include building permit fees, impact fees, and Transportation Capital Expansion Fees (TCEF) applicable to the use.
5. Prior to operation as a short-term rental, the applicant shall obtain an approved Change of Occupancy Permit from the Larimer County Building Division and successfully pass the Life Safety Inspection.
6. The short-term rental is approved with two bedrooms and once additional sleeping area for a maximum occupancy of six people.
7. Re-certification shall be required upon notice by Larimer County, which is required approximately every two years. Failure to complete and resubmit the re-certification from to the Community Development Department shall be cause for consideration of revocation of this approval
8. No parking shall be permitted in the right-of-way and all parking for the use shall be on-site.
9. The use must comply with the Larimer County Noise Ordinance, including reduced noise levels at property lines between 7pm and 7am.
10. Upon issuance of the Change of Occupancy Permit, the applicant shall include the approved file number, 26-ZONE3846, on all advertising and booking websites.
11. The identified property manager must be located within the required distance of the short-term rental, per Section 3.3.5.B.2.P of the Larimer County Land Use Code.
12. Upon approval, the property owner shall mail the designated property manager's contact information to surrounding property owners within a 1,000-foot radius of the property boundary. The owner shall also mail contact information to surrounding property owners whenever the designated property manager changes.

13. Prior to operation of the short-term rental, the applicant shall obtain all required approvals from the Larimer County Building Division, including conversion of the existing cabin to a single-unit dwelling. All Building Division comments, including required life-safety improvements, as-built permitting, and any necessary inspections, shall be addressed to the satisfaction of the Building Division before a short-term rental license may be issued.

M O T I O N

Commissioner Stephens moved that the Board of County Commissioners approve the Consent Agenda subject to the conditions in the staff reports and further moved to authorize the Chair to sign the Findings and Resolutions.

Motion carried 2-0.

PUBLIC HEARING DISCUSSION ITEMS:

1. YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF THE ROCKIES APPEAL, FILE NO. 26-GNRL0589: Justin Currie, Planner II, gave a presentation. Mr. Currie shared that the subject property operates a conference/event center that organizations can rent out to host their events. Per Section 7.3.2 of the Land Use Code, *gatherings at any regularly established, permanent place of assembly* are not required to apply for a Special Event Permit. However, there has been confusion on if/when a Special Event Permit is required for the YMCA property for events where an organization does not rent event space or the public is allowed to attend a ticketed event. For example, the Taste of Estes and running/bike races would fall under this category. To clear up the confusion, the Planning Manager, Jenny Axmacher, provided a determination memo outlining when a Special Event Permit would be required.

Staff recognize that the property has been providing services since 1908 and those services include conference facilities, lodging, horse riding, hiking, arts/crafts, and day camps. The determination was made that:

- All events and gatherings that are held on-site, and are fully contained on-site, can continue.
- All events held on the property must also meet any federal, state, and local permitting requirements in addition to the requirements outlined in this letter (i.e. film shoots).
- All amplified music associated with any use on the property must be held indoors to reduce impacts on neighboring properties, unless reviewed and approved as part of a Special Event permit. Uses on the property must always comply with the Larimer County Noise Ordinance.

Based on this determination, according to the applicant, the YMCA has turned down several special events due to the limiting factors of only three events allowed per year and no more than one per month.

The YMCA of the Rockies is requesting an appeal to the County's Special Event Permit criteria outlined in Article 7 of the Land Use Code. More specifically, Section 7.2.2 which prohibits more than three special events allowed on a property in a calendar year and Section 7.2.4 that prohibits more than one special event on a property in a calendar month. This will allow the YMCA of the Rockies to serve as the host to additional events year-round. This appeal will have no effect on Section 7.2.3, which limits the number of days properties can host special events to 30 days total in any 12-month period.

If this application is approved, the applicants must seek approval through the Special Event Permit process. Approval of this appeal does not guarantee approval of the Special Event Permit(s).

The application was forwarded to six referral agencies for review; their comments are available in the staff report. In addition, notice of this application was sent to a total of 87 property owners within 500 feet of the property. One member of the community submitted a comment in opposition to the appeal.

Currently the special event regulations are in the process of being updated. Staff are looking at the possibility of amending the regulations to allow flexibility for commercial properties. The Special Event Code Amendments are anticipated to go into effect on January 1, 2027.

REVIEW CRITERIA

Mr. Currie gave an overview of the Review Criteria. When considering whether to approve an appeal to deviate from standards or requirements of the code other than minimum lot size requirements, the Board of County Commissioners may grant the appeal subject to safeguards and conditions within their findings concerning the following factors. The Board of County Commissioners will consider each of the following factors and make findings pertaining to each one, which, in their discretion, applies to the appeal:

a. Approval of the appeal will not subvert the purpose of the standard or requirement.

Special Event Permit regulations are intended to allow some flexibility with what people can do on their property while minimizing impact to adjacent properties. In addition, Special Event Permits are limited so that occasional allowance of a property for a special event does not turn the use into a commercial operation without seeking planning approval for commercial use. In this case, the property has already received approval through a Special Review in 2007 to allow the conference/event business and is zoned for accommodation uses.

If this appeal is granted, the applicants can then apply for Special Event Permit(s) that exceeds the current maximum number of three events per year and one event per month. The review criteria for a special event can be found in Article 7.5 of the Larimer County Land Use Code, and it includes compatibility, meeting the requirements of the Land Use Code, avoiding substantial adverse impact on other properties in the vicinity, as well as addressing the recommendations of the referral agencies which includes review for health and safety concerns and surrounding area impacts.

Approval of this appeal would not subvert the purpose of the standard or requirement based on the information provided by the applicant along with the staff recommended conditions of approval listed below.

The proposal complies with this criterion.

b. Approval of the appeal will not be detrimental to public health, safety, or property values in the neighborhood.

Granting this appeal to allow the applicants to apply to host special events would not be detrimental to public health, safety, or property values. It would allow the applicant to apply for a Special Event Permit(s) that will be individually reviewed for compliance with health and safety standards. Conditions of approval for this appeal are recommended that will limit the impact of these events based on hours, days, and maximum occupancy.

Notice of this application was sent to 87 property owners within 500 feet of the property. One member of the community submitted a comment in opposition to the appeal.

The proposal complies with this criterion.

c. Approval of the appeal is the minimum action necessary.

While granting this appeal does not grant the property approval of the Special Event Permit(s), approval of the appeal to allow the applicant to apply for a Special Event Permit(s) is the minimum action necessary in order for the applicants to pursue additional special events, 30 total days, while not exceeding the number of days in a calendar year, exceeds the total number three events allowed per year and the one event allowed per month.

The applicants could pursue permanent land use approval to allow additional events for the general public. The applicant has informed County Staff that that is the intent by amending the existing special review approval to expand their definition of an assembly use.

The proposal complies with this criterion.

d. Approval of the appeal will not result in increased costs to the general public.

Approving the appeal to allow the applicants to apply for a Special Event Permit should not result in any costs to the public because it is not an approval of the event itself which would still need to meet the County requirements for Special Event Permits.

The proposal complies with this criterion.

e. Approval of the appeal is consistent with the intent and purpose of the Code.

Granting this appeal is consistent with the intent and purpose of the Larimer County Land Use Code as the purpose of Article 7 of the Land Use Code regarding special events is:

7.1.1. Provide for the temporary use of property for special events in all zoning districts.

7.1.2. Provide for the orderly control of special events by establishing appropriate permit requirements and regulations.

7.1.3. Ensure the promoter or sponsor of a special event is aware of any special circumstances that may have an impact on the success of their event.

7.1.4. Minimize any significant effects of a special event on adjacent and nearby property owners, residents, and businesses or which would impact the prevailing site conditions, traffic and circulation patterns, land use characteristics or the nature of the proposed use.

As noted above, the applicant's request to host 30 days on their property does not exceed the total number of days for special events in a calendar year, it does exceed the overall number allowed per year and per month. This appeal would allow the applicant to apply for Special Event Permit(s) to spread the 30 days out over a calendar year on the EV-A Accommodation zoned property with the existing approved accommodation use.

If this is approved, each Special Event Permit application will be reviewed to be consistent with the input from the reviewers and referral agencies along with any conditions of approval placed on this approval. Staff recommended conditions of approval are listed at the end of this report.

The proposal complies with this criterion.

The Development Services Team finds that the proposed appeal meets the applicable review criteria of the Land Use Code.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends that the Board of County Commissioners approve the YMCA of the Rockies Appeal, File No. 26-GRNL0589, subject to the following conditions:

1. The appeal to apply for Special Event Permit(s) is only good for the remaining 2026 season and will expire January 1, 2027.

2. The applicant must submit a complete application(s) for a Special Event Permit through the special event permit procedure, which does not guarantee approval of the Special Event Permit(s), at least 60 days prior to the start of the first or each event.

3. The applicant shall apply for the amended special review application to address the number of special events after the 2026 season. The amended special review should also include an updated master plan to allow staff to review future projects on the campus.

APPLICANT PRESENTATION: Courtney Hill, Chief Operating Officer for YMCA of the Rockies, and Shannon Jones, General Manager of the Estes Park Center, addressed the Board.

Mr. Jones thanked Mr. Currie for his presentation and the staff for educating them on the Special Event Permit standards and the appeals process. Mr. Jones stated YMCA of the Rockies serves a lot of different communities right outside the boarders of Estes Park. The opportunity to expand the property's use for special events allows

local community members and organizations to utilize the facility for fundraising. Mr. Jones shared that there are three events that annually use the property. He stated that currently YMCA of the Rockies denies two entities use of the facility due to the current permit regulations. Mr. Jones said that currently there are five special event permits needed per calendar year. He anticipates that the need would be no more than eight per calendar year and would be for the Estes Park community. Mr. Jones noted that YMCA of the Rockies hosts large-scale events that other local or nearby facilities lack the capacity to house. He stated these events occur during the off-season when YMCA occupancy is under 30%.

Mrs. Hill stated that the nature of the special events is within the scope of what the YMCA already facilitates and they provide complimentary or discounted space for non-profits fundraising for the community. Mrs. Hill asked if the Board would consider extending the date of the appeal to May or June 1, 2027, for anticipated requests in 2026 for the 2027 calendar year.

PUBLIC COMMENT: Chair Kefalas opened public comment.

There was no public comment in person or online.

Chair Kefalas closed public comment.

QUESTIONS FOR APPLICANT AND STAFF: The Board asked the applicant about the comments regarding amplified music and increased traffic that was submitted.

Mr. Jones stated that the noise is most likely coming from the youth during the summer events. The special events that the YMCA goes through the permit process for are adult events that take place indoors and amplified music is not an issue. Mr. Jones shared that community special events do generate capacity crowds, but there is adequate parking on-site when these events take place.

The Board asked staff about the applicants request for an extension of the date past January 1, 2027, and if there is a way that accommodation can be made for events past January 1, 2027.

Ms. Axmacher responded that the Special Events Team hopes to have a new Land Use Code in place for Board consideration in the fall of 2026, which would go into effect January 2027. Staff anticipate that the YMCA would not need a new appeal once the revised Special Events Permit Land Use Code is in effect.

DELIBERATION: The Board was in favor of approving the appeal to the Special Events Permit Land Use Code and the appeal meets the review criteria. The YMCA of the Rockies is a natural space to have events for the community and provides ample parking. The Board was not in favor of the request to extend the policy past 2026 due to the upcoming revisions to special event regulations.

M O T I O N

Commissioner Stephens moved that the Board of County Commissioners approve the YMCA of the Rockies Appeal, File No. 26-GNRL0589, subject to the conditions included in the staff report.

Motion carried 2-0.

With there being no further business, the meeting was adjourned at 3:35 p.m.

TUESDAY, JUNE 9, 2026

ADMINISTRATIVE MATTERS MEETING

The Board of County Commissioners met at 9:00 a.m. with County Manager Lorenda Volker. Chair Pro Tem Kefalas presided. Commissioner Stephens was present. Commissioner Shadduck-McNally was excused. Also present were Sarah Martin and Tom Clayton, Commissioner's Office, and Dianne Cheney, Deputy Clerk.

Chair Kefalas opened the meeting with the Pledge of Allegiance.

2. PUBLIC COMMENT: Chair Kefalas opened public comment.

Cindy Buckardt, President of the Larimer County 4-H Foundation, expressed concerns regarding the 4-H Foundation's access to and use of the Thomas McKee 4-H, Youth and Community building at The Ranch.

Paul Gessler, a resident of Fort Collins, advocated for a declaration of peace at the County, national and global level. He raised concerns regarding the Military Authorization Act and urged the Board to host a public listening session regarding the upcoming House bill.

Chair Kefalas closed public comment.

The Board thanked the members of the public for their comments and for their dedication to these issues.

2. APPROVAL OF THE MINUTES FOR THE WEEK OF MAY 25, 2026:

M O T I O N:

Commissioner Stephens moved that the Board of County Commissioners approve the minutes for the week of May 25, 2026.

Motion carried 2-0.

3. REVIEW OF THE SCHEDULE FOR THE WEEK OF JUNE 15, 2026: Ms. Martin reviewed the upcoming schedule with the Board. The Board made several additions to the upcoming schedule.

4. CONSENT AGENDA:

ABATEMENTS

1. PETITION FOR ABATEMENT OR REFUND OF TAXES: R0444669 - STEEL BIRD LLC - TAX YEAR 2025

2. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1623619 - FARMERS BANK - TAX YEAR 2025**

3. **PETITION FOR ABATEMENT OR REFUND OF TAXES: - R1324527 - BOYD LAKE HOLDINGS LLC - TAX YEARS 2023/2024**

4. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1679102 - RGMZ FRONT RANGE VILLAGE OP 3LLC - TAX YEARS 2023/2024**

5. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1629263 - DESERT LAKES LLC - TAX YEAR 2025**

6. **PETITION FOR ABATEMENT OR REFUND OF TAXES: P8287806 - INJECTECH 307 - TAX YEARS 2024/2025**

7. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1669123 - 6520 S. COLLEGE AVE LLC - TAX YEAR 2025**

8. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0154865 – DEBORD INVESTMENTS LLC - TAX YEAR 2025**

9. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1593365 - TWO PAULS LLC - TAX YEAR 2025**

10. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1599561 - TMW HOLDINGS LLC - TAX YEAR 2025**

11. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1415859 - IA FORT COLLINS LLC - TAX YEAR 2025**

12. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1603755 - RUDKIN INVESTMENTS LLC - TAX YEAR 2025**

13. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1686124 - QUAINTANCE MARY ROSS TRUST - TAX YEAR 2025**

14. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9021558 - SELL TODD JAMES/CACCAVO FRANCIS - TAX YEAR 2025**

15. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9049573 - COLE-WILSON M OLETHA - TAX YEAR 2025**

16. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0039942 - JANSEN CAPITAL LLC - TAX YEAR 2025**

17. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1633514 - GALAWAY CENTERRA LLC - TAX YEAR 2025**

18. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1346385 - CHRISTENSEN FRANK W/ROBBIE L CHRISTENSEN - TAX YEAR 2025**

19. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9049471 - PAULIN DONNA - TAX YEAR 2025**

20. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9003436 - RIDDELL DONNA JUNE - TAX YEAR 2025**

21. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0332445 - GORSUCH LORI L - TAX YEAR 2025**

22. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1669487 - ORNELAS RONALD L/BARBARA L - TAX YEAR 2025**

23. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0134937 - KIJ LIVING TRUST - TAX YEAR 2025**

24. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0409987 - COLBERT LYNN/JANNA L - TAX YEAR 2025**

25. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0018996 - JELLEY EDWARD R - TAX YEAR 2025**

26. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1090151 - EVANS JUDITH A - TAX YEAR 2025**

27. **PETITION FOR ABATEMENT OR REFUND OF TAXES:R0498041 - PEAK INVESTMENTS LLC - TAX YEAR 2025**

28. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622853 - MYOSOTIS LLC - TAX YEAR 2024**

29. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622853 - MYOSOTIS LLC - TAX YEAR 2023**

30. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622859 - MYOSOTIS LLC - TAX YEAR 2023**

31. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622859 - MYOSOTIS LLC - TAX YEAR 2024**

32. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622861 - MYOSOTIS LLC - TAX YEAR 2023**

33. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622861 - MYOSOITS LLC - TAX YEAR 2024**

34. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622860 - MYOSOTIS LLC - TAX YEAR 2023**

35. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1622860 - MYOSOITS LLC - TAX YEAR 2024**

36. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1673016 - SPENCER STEPHEN G/MAXINE A - TAX YEAR 2025**

37. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9045538 - ROMANS BILLIE/STEVEN W - TAX YEAR 2025**

38. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1144294 - W AND T LEASING - TAX YEAR 2023**

39. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1368095 - LUKENSOW DANIEL C/VICTORIA C - TAX YEAR 2025**

40. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0446190 - 336 E 4TH STREET LLC - TAX YEAR 2024**

41. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1532693 - LEW ROSE MARION A/K/A ROSE M/POFF NATHAN LEROY - TAX YEAR 2025**

42. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0476609 - MAHER DANA KAY - TAX YEAR 2025**

43. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9055523 - NEE PATRICIA - TAX YEAR 2025**

44. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0499692 - LONG MARY ANNE - TAX YEAR 2025**

45. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1680862 - EVOLVE 360 LLC - TAX YEAR 2023**

46. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1680862 - EVOLVE 360 LLC - TAX YEAR 2024**

47. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1280341 - DLD REAL ESTATE HOLDINGS LLC - TAX YEAR 2023**

48. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1631293 - LA LAND LLC - TAX YEAR 2023**

49. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1631293 - LA LAND LLC - TAX YEAR 2024**

50. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1681689 - LAND GRAB LLC - TAX YEAR 2025**

51. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1144294 - W AND T LEASING - TAX YEAR 2024**

52. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1280341 - DLD REAL ESTATE HOLDINGS LLC - TAX YEAR 2024**

53. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1352954 - JOHNSON SUSAN R - TAX YEAR 2025**

54. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0092665 - WILTZIUS NANCY K/JACKSON KATHERINE - TAX YEAR 2025**

55. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1680864 - EVOLVE 360 LLC - TAX YEAR 2023**

56. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1680864 - EVOLVE 360 LLC - TAX YEAR 2024**

57. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1655899 - KATSET LLC - TAX YEAR 2025**

AGREEMENTS

1. **CONVEYANCE OF PERMANENT SLOPE EASEMENT**

2. **DEVELOPMENT AGREEMENT FOR KIEFER SUBDIVISION, FILE NO. 20-LAND4051**

3. **DEVELOPMENT AGREEEMENT FOR BROWN FAMILY CONSERVATION DEVELOPMENT, FILE NO. 19-LAND3867**

4. **AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT (previously the Transportation Ballot Measure)**

5. **COLORADO ENERGY OFFICE INTERGOVERNMENTAL GRANT AGREEMENT**

6. **AGREEMENT CONCERNING TEMPORARY STORAGE AND DELIVERY OF WATER**

7. **THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR PULSE COMMUNICATION SERVICES PROVISION IN LARIMER COUNTY**

LIQUOR LICENSES

1. **LIQUOR LICENSE RENEWAL – OH DEER LLC DBA THE SPICE RACK – BEER & WINE - ESTES PARK, CO**

2. **LIQUOR LICENSE RENEWAL – WHITAKER OIL COMPANY DBA LOVELAND COUNTRY STORE – FERMENTED MALT BEVERAGE AND WINE - LOVELAND, CO**

3. **LIQUOR LICENSE RENEWAL - SHIV LLC DBA CHILL – TAVERN - FORT COLLINS, CO**

4. **LIQUOR LICENSE RENEWAL – RIGBYS ROADHOUSE – HOTEL & RESTAURANT - LIVERMORE, CO**

5. **LIQUOR LICENSE RENEWAL – PLAY POINT LLC DBA FORT FUN – TAVERN - FORT COLLINS, CO**

6. **SPECIAL EVENT LIQUOR PERMIT 6% - ROCK GARDEN CONCERT – PROJECT SELF SUFFICIENCY OF FOCO – FORT COLLINS, CO**

7. **SPECIAL EVENT LIQUOR PERMIT 6% - RED FEATHER LAKES 3.6 MILE FUN RUN - HEARTS OF RED FEATHER LAKES FOUNDATION – RED FEATHER LAKES, CO**

8. **LIQUOR LICENSE MODIFICATION OF PREMISE - COLEMAN KESSLER GROUP DBA RIDE A KART & CASCADE CREEK MINI GOLF – BEER & WINE – ESTES PARK , CO**

MISCELLANEOUS

1. **STIPULATION FOR SANDERS WAREHOUSE PARTNERSHIP AS TO 2025 TAX YEAR**

2. **STIPULATION FOR NNN REIT INC AS TO 2025 TAX YEAR**

3. **STIPULATION FOR FRONT RANGE RESTAURANT PROPERTIES LLC AS TO 2025 TAX YEAR**

4. **STIPULATION FOR 301 S COLLEGE LLC AS TO 2025 TAX YEAR**

5. **STIPULATION FOR COLLEGE AND MOUNTAIN PROPERTIES LLC AS TO 2025 TAX YEAR**

6. **STIPULATION FOR S AND S CROSSROADS LLC AS TO 2025 TAX YEAR**

7. **STIPULATION FOR MYOSOTIS LLC AS TO 2025 TAX YEAR**

8. **STIPULATION FOR MYOSOTIS LLC AS TO 2025 TAX YEAR**

9. **STIPULATION FOR WWW PROPERTIES LLC AS TO 2025 TAX YEAR**

10. **STIPULATION FOR WWW PROPERTIES LLC AS TO 2025 TAX YEAR**

11. **STIPULATION FOR PROJECT 252 LLC AS TO 2025 TAX YEAR**

12. **STIPULATION FOR TREG GP AS TO 2025 TAX YEAR**

13. **STIPULATION FOR CSURF AS TO 2025 TAX YEAR**

14. **STIPULATION FOR CSURF AS TO 2025 TAX YEAR**

15. **STIPULATION FOR CSURF AS TO 2025 TAX YEAR**

16. **STIPULATION FOR CSURF AS TO 2025 TAX YEAR**

17. **STIPULATION FOR NNN REIT INC AS TO 2025 TAX YEAR**

18. **STIPULATION FOR JOYCE BROTHERS HOLDINGS LLC AS TO 2025 TAX YEAR**

19. **STIPULATION FOR SOUTH SHORES LLC AS TO 2025 TAX YEAR**

RESOLUTIONS

1. **FINDINGS AND RESOLUTION APPROVING THE MSHAN LLC SHORT-TERM RENTAL SPECIAL REVIEW**

M O T I O N

Commissioner Stephens moved that Board of County Commissioners approve the Consent Agenda for June 9, 2026.

Motion carried 2-0.

5. **COMMISSIONERS' GUESTS:** The Commissioners did not have any guests.

6. **DISCUSSION ITEMS:** None

7. **COUNTY MANAGER UPDATE:** The County Manager had no updates to report.

9. **COMMISSIONER ACTIVITY REPORTS:** No Commissioner Activity Reports were presented.

10. **EXECUTIVE SESSION:** No decision expected.

Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(a): Purchase, acquisition, lease, transfer or sale of water right interests.

M O T I O N

Commissioner Stephens moved that the Board of County Commissioners enter into Executive Session pursuant to C.R.S.24-6-402(4)(a): for the purpose of determining positions relative to matters regarding the purchase, acquisition, lease, transfer or sale of water right interests.

Motion carried 2-0.

With there being no further business, the Board entered into Executive Session at 9:25 a.m.

_____
JOHN KEFALAS, CHAIR PRO TEM
BOARD OF COUNTY COMMISSIONERS

TINA HARRIS
CLERK & RECORDER

ATTEST:

_____
Dianne Cheney, Deputy Clerk

Draft Commissioners' Schedule
June 29 – July 4, 2026

Current and detailed information for all Work sessions, Administrative Matters meetings (discussion items and the Consent Agenda) and Land Use Hearings is viewable in the Commissioners' Office or at Upcoming Commissioners' Meetings & Broadcasts

Monday, June 29, 2026

1:30pm – 2:30pm	Work Session with Lesli Ellis, Director of Community Planning, Infrastructure & Resources, Commissioners' Conference Room, 2nd Floor
6:00pm – 7:30pm	Commissioners will host a Community Townhall: Decision Ahead-State/Federal Impacts on Larimer County, Larimer County Office of Emergency Operations Center, 4872 Endeavor Drive, Johnstown

Tuesday, June 30, 2026

9:00am – 12:00pm	Administrative Matters meeting, Hearing Room, 1st Floor **PLEASE NOTE:** In addition to in-person comments, we are taking comments via email and by phone. **You must register by 4:30pm the Monday before the meeting to participate by phone**. Either email Board of County Commissioners or call 970-498-7010 and provide your name, topic for comment and phone number. You will be called at that number when it is your turn. Please submit your email comment to Board of County Commissioners. Legal Matters with William Ressue, County Attorney
1:00pm – 1:30pm	Commissioner Kefalas may attend the Mission ReConnect: Veteran & Service Member Coalition meeting, Boyd Lake Conference Room, 1st Floor
1:30pm – 3:00pm	Administrative Direction to County Management, Sprague Lake Conference Room, 2nd Floor

Wednesday, July 1, 2026

8:00am – 10:30am	Commissioner Kefalas may attend the Extension Advisory Committee meeting, 1525 Blue Spruce Drive, Fort Collins
1:00pm – 2:00pm	Commissioner Shadduck-McNally may participate in the virtual Regional Opioid Abatement Council Learning Forum
2:00pm – 3:30pm	Work Session with Mark Pfaffinger, Support Services Director regarding Internal Services, Commissioners' Conference Room, 2nd Floor
4:30pm – 5:30pm	Commissioner Stephens may participate in the virtual US 34 Coalition meeting
6:30pm – 8:00pm	Commissioner Stephens may participate in the virtual North I-25 Coalition meeting

Thursday, July 2, 2026

7:30am – 9:00am	Commissioner Kefalas will host a Community Conversation for the Wellington and Waverly communities, Avuncular Bob's T-Bar inn, 3803 West Cleveland Avenue, Wellington; Topic will be announced prior to the meeting
12:00pm – 12:45pm	Commissioner Stephens may participate in the virtual National Association of Counties Transportation Policy Steering Committee meeting
6:00pm – 8:00pm	Commissioner Stephens may attend the North Front Range Metropolitan Planning Organization Planning Council meeting, Hybrid: In person Johnstown YMCA, 165 Settler Way, Johnstown or virtually via Microsoft Teams

Friday, July 3, 2026

Larimer County Offices will be closed due to the 4th of July holiday

Saturday, July 4, 2026

8:00am – 10:30am	Commissioner Shadduck-McNally may attend the Annual Loveland Fire Rescue Authority 4th of July Pancake Breakfast, Fire Station 2, 3070 West 29th Street, Loveland

Unless otherwise noted, all meetings are held at: Larimer County Administrative Services Building, 200 West Oak, Fort Collins, Colorado

Meetings and agendas are subject to change.

Decision may be made at this meeting

Televised meeting on Comcast Fort Collins Cable Channel 14 and 881 (HD) and Connexion Channel 14

Meeting will be broadcast on the internet: Larimer County YouTube

Meetings of Boards and Commissions can be found online at Boards and Commissions

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven (7) business days' notice. Please email us at Board of County Commissioners or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

Date: **Tuesday, June 23, 2026**

Time: **9:00 AM**

Location: **Hearing Room, 1st Floor, 200 West Oak Street, Fort Collins, CO 80521**

Consent Agenda

Abatements

1. Document Title: Petition for Abatement or Refund of Taxes: Refund exceeds the allotted refund amount of $10,000
   Submitted by: Cathy Canedo, Assessment Specialist
   Department: Office of the Assessor
   Named Parties: Olive Street HGC LLC
   Location: 217 W. Olive St. Ft. Collins, CO 80521-2714
   Account Number: R0040851
   Parcel Number: 97114-23-011
   Tax Year(s): 2025

Agreements

1. Document Title: Construction Services Agreement, Bid No. B26-03, Project No. ENM000126 2026 Resurfacing Program
   Submitted by: Erich Purcell
   Department: Engineering
   Description: PN ENM000126 - 2026 Resurfacing Program
   Term: Summer, 2026 - Fall, 2026
   Named Parties: Larimer County and Coulson Excavating Company, Inc.
   Total Dollar Amount: $4,181,948.75
2. Document Title: Local Area Employment and Training Grant
   Submitted by: Amanda Aquino, Administrative Coord
   Department: Economic and Workforce Development Department
   Description: This agreement between the State of Colorado and Larimer County provides funding to support the administration and delivery of workforce development, employment, and training services within the local workforce area. The agreement outlines the terms, funding, and responsibilities associated with implementing the State's workforce development programs and serving local job seekers and businesses.
   Term: July 1, 2026, through June 30, 2028
   Named Parties: Colorado Department of Labor and Employment, Board of County Commissioners of Larimer County
   Total Dollar Amount: 0.01

3. Document Title: Professional Services Agreement (P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG)
   Submitted by: Jenna Cifala, Purchasing Contract Coord for Lori Hodges
   Department: Office of Emergency Management
   Description: Under this agreement the vendor will perform wildfire mitigation treatments on private properties to reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant. These mitigation services will be performed within the Home Ignition Zone within four communities in the Red Feather Lakes area of Northern Colorado.
   Term: 06/10/2026-06/09/2027 (with the option to renew through 08/31/2029)
   Named Parties: Board of County Commissioners of Larimer County, Colorado AND Summitt Forests Inc.
   Total Dollar Amount: up to $1.6M will be used for these projects (split between this contract and the other HIZ contract)

4. Document Title: Professional Services Agreement (P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG)
   Submitted by: Jenna Cifala, Purchasing Contract Coord for Lori Hodges
   Department: Office of Emergency Management
   Description: Under this agreement the vendor will perform wildfire mitigation treatments on private properties to reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant. These mitigation services will be performed within the Home Ignition Zone within four communities in the Red Feather Lakes area of Northern Colorado.
   Term: 06/10/2026-06/09/2027 (with the option to renew through 08/31/2029)
   Named Parties: Board of County Commissioners of Larimer County, Colorado AND Red Feather Excavating Inc
   Total Dollar Amount: up to $1.6M will be used for these projects (split between this contract and the other Home Ignition Zone contract)

5. Document Title: Letter of Understanding
   Submitted by: Matt Johnson
   Department: Engineering
   Description: CR 70 (Owl Canyon Road) Widening Project Between CR 11 and CR 13 Section 7, T9N, R 68 W
   Term: Permanent
   Named Parties: Larimer County and Poudre Valley REA, Inc.
   Total Dollar Amount: $0

6. Document Title: Signal Behavioral Health Network-Substance Use Disorder Service Agreement
   Submitted by: Emily Humphrey, Director
   Department: Community Justice Alternatives
   Description: FY26-27 agreement with Signal to provide chemical dependency and related behavioral health services to clients
   Term: July 1, 2026 to June 30, 2027
   Named Parties: Signal Behavioral Health Network and Larimer County Community Corrections
   Total Dollar Amount: $1,035,000.00

7. Document Title: Amendment Two To The Contract Between Larimer County Department of Human Services and Meals on Wheels of Loveland and Berthoud, Inc.
   Submitted by: Kate Metz
   Department: Human Services
   Description: The purpose of this Amendment is to a) extend the term of the Contract through June 30, 2027; and b) increase the shall not exceed amount by three hundred fifty-seven thousand eight hundred forty-one dollars and fifty cents ($357,841.50) for a total Contract dollar amount of seven hundred fifteen thousand six hundred eighty dollars and fifty cents ($715,680.50)
   Term: through June 30, 2027
   Named Parties: Larimer County Department of Human Services and Meals on Wheels of Loveland and Berthoud, Inc.
   Total Dollar Amount: $715,680.50

Appointments

1. Document Title: Recommended Appointments to the Community Corrections Advisory Board
   Submitted by: Sarah Martin, Administrative Specialist II
   Department: Commissioners' Office
   Named Parties: Jill Fox, Sidney Simonson, Paulina Campis, Caleb Frazier, Steve Pietrafeso, and Patti West
   Description: Appoint Jill Fox, Sidney Simonson, Paulina Campis, Caleb Frazier, Steve Pietrafeso, and Patti West to a full-term appointment to the Community Corrections Advisory Board beginning July 1, 2026 and ending June 30, 2028.

2. Document Title: Recommended Appointments to the Nedrah Acres Public Improvement District
   Submitted by: Sarah Martin, Administrative Specialist II
   Department: Commissioners' Office
   Named Parties: Gregory George and Jeffrey Luker
   Description: Appoint Gregory George and Jeffrey Luker to a full-term appointment to the Nedrah Acres PID to the following staggered terms:

   Gregory George - June 23, 2026 to November 30, 2029
   Jeffrey Luker - June 23, 2026 to November 30, 2028

Letters of Support

1. Document Title: Upstate Colorado Economic Development Association Planning Grant
   Submitted by: Amanda Aquino, Administrative Coord
   Department: Economic and Workforce Development Department
   Subject Matter: Letter of Support stating Larimer County is pleased to support this 18-month regional initiative led by Upstate Colorado to strengthen Northern Colorado's capacity to support advanced manufacturing and other high-capacity utility users.
   Description: The purpose of the grant is an 18-month regional initiative led by Upstate focused on assessing utility capacity, identifying infrastructure investment priorities, and improving municipal readiness to support advanced manufacturing and high capacity utility users across Northern Colorado. The project will result in a Regional Utility Load Capacity Assessment, Infrastructure Financing and Capital Alignment Strategies, and a Regional Readiness and Coordination Toolkit that local governments can use to support infrastructure planning, funding alignment, and regional coordination. The initiative will be conducted in partnership with local governments, utility providers, economic development organizations, and other stakeholders throughout the region.

Liquor Licenses

1. Document Title: Liquor License Renewal-T&B PROPERTIES DBA WESTLAKE LIQUORS
   Submitted by: Deirdre O'Neill, Recording Ops Coordinator
   Department: Clerk and Recorder
   Establishment Name: WESTLAKE LIQUORS
   Location: RED FEATHER LAKES, COLORADO
   Named Parties:TRESSA MART
   License Type: RETAIL LIQUOR STORE
   Request: APPROVAL AND ISSUANCE

2. Document Title: LIQUOR LICENSE RENEWAL-GLEN HAVEN GENERAL STORE LLC DBA GLEN HAVEN GENERAL STORE
   Submitted by: Deirdre O'Neill, Recording Ops Coordinator
   Department: Clerk and Recorder
   Establishment Name: GLEN HAVEN GENERAL STORE
   Location: GLEN HAVEN
   Named Parties: AMANDA HOSKINS
   License Type: FERMENTED MALT BEVERAGE OFF PREMISE
   Request: APPROVAL AND ISSUANCE

3. Document Title: LIQUOR LICENSE CHANGE OF MANAGER -Z GOLF FOOD & BEVERAGE SERVICES LLC
Submitted by: Deirdre O'Neill, Recording Ops Coordinator
Department: Clerk and Recorder
Establishment Name: WEDGEWOOD WEDDING & BANQUET CENTER
Location: LAPORTE, COLORADO
Named Parties: LEAH BROST
License Type: CHANGE OF MANAGER
Request: APPROVAL AND ISSUANCE

Miscellaneous

1. Document Title: Workers' Compensation Technician Position — Risk Management
Submitted by: Jenna Cifala, Purchasing Contract Coord for Lorrie Lopez
Department: Financial Services
Description: The current Workers' Compensation program relies on a single specialist to manage all aspects of claim administration, employee support, and program oversight. This structure presents operational risk, customer service gaps, and increased claim costs due to limited capacity for proactive management. Risk Management is requesting approval of a new Workers' Compensation Technician position to assume transactional and administrative responsibilities. This will allow the existing Risk Management Coordinator to transition into a program-focused role (Sr. Workers' Compensation Specialist), improving claim outcomes, reducing costs, and enhancing employee and departmental support. This position is funded from the Risk Management fund. Approval of this item grants an additional position for Risk Management effective upon approval.

Resolutions

1. Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Stanley Heights Public Improvement District No. 81
Submitted by: Katie Beilby
Department: Engineering
Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Stanley Heights Public Improvement District No. 81
Named Parties: Larimer County Board of County Commissioners

2. Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Colland Center Public Improvement District No. 82
Submitted by: Katie Beilby
Department: Engineering
Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Colland Center Public Improvement District No. 82
Named Parties: Larimer County Board of County Commissioners

3. Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Public Improvement District Terry Point Estates No. 85
Submitted by: Katie Beilby
Department: Engineering
Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Terry Point Estates Public Improvement District No. 85
Named Parties: Larimer County Board of County Commissioners

4. Document Title: Resolution Appointing Arbitrators to Hear Appeals of the Larimer County Board of Equalization Decisions
Submitted by: Brenda Gimeson, Business Operations Manager
Department: Commissioners' Office
Description: Resolution to approve the persons eligible for assignment as an arbitrator for appeals of the County Board of Equalization decisions and authorize the County Manager to sign all Arbitration Fee Agreements entered into by the Arbitrators.
Named Parties: Ryan Kane, Shelley Ketcher, Dionne McCarthy, Margaret Moore, J.R. Brian Steving IV

5. Document Title: Resolution providing for the Appointment of Independent Referees to Conduct hearings on Behalf of the Larimer County Board of Equalization
Submitted by: Brenda Gimeson, Business Operations Manager
Department: Commissioners' Office
Description: Pursuant to Colorado Revised Statutes 39-8-102, as amended, the Board of County Commissioners may appoint independent referees who are experienced in property valuation to conduct hearings on behalf of the County Board of Equalization. These are those appointments for 2026.
Named Parties: Sean Dougherty, Dionne McCarthy, Margaret Moore, J.R. Brian Steving IV, Marcus Valdez

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Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least 7 business days' notice. Please email us or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

Abatements

Item Name:
Document Title: Petition for Abatement or Refund of Taxes: Refund exceeds the allotted refund amount of $10,000
Submitted by: Cathy Canedo, Assessment Specialist
Department: Office of the Assessor
Named Parties: Olive Street HGC LLC
Location: 217 W. Olive St. Ft. Collins, CO 80521-2714
Account Number: R0040851
Parcel Number: 97114-23-011
Tax Year(s): 2025

Attachments:
1. scan_martinse_2026-06-17-15-15-44 scan_martinse_2026-06-17-15-15-44.pdf

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED
JUN - 1 2026
LARIMER COUNTY ASSESSOR

County: LARIMER

Date Received:

Section 1: Property Details

Date Completed:	
Owner Name:	OLIVE STREET HGC LLC
Owner Mailing Address:	217 W OLIVE ST - FT. COLLINS, CO 80521-2714
Schedule/Parcel Number:	R0040851 / 97114-23-011
Property Address/Legal Description:	217 W OLIVE ST - FT. COLLINS, CO 80521

Section 2: Abatement or Refund Reason(s)

Property Tax Year: 2025	Petitioner Estimate of Value:
Reason for abatement or refund request:	

Section 3: Attestation

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge is true and correct.

Print Name of Person Signing: D. Christian Osborn	
Email Address: humangrowthcapital@gmail.com	Phone Number: 970 219 6806
Signature: DCO	Date: 6-1-26

*Signing as: ☒ Owner ☐ Agent *Letter of agency must be attached when petition is submitted by an agent.

Section 4: Assessor Recommendation (Assessor Use Only) **Check each box applicable if mixed use.**

Property Type: ☒ Residential ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed-Use ☐ Other

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original	$ 1,465,700	$ 0	$ 1,465,700	0.2700	$ 395,739	102.6520	$ 40,623.40
Corrected	$ 980,000	$ 0	$ 980,000	0.2700	$ 264,600	102.6520	$ 27,161.72
Abated	$ 485,700	$ 0	$ 485,700	0.2700	$ 131,139	102.6520	$ 13,461.68

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original		$ 0	$ 0		$ 0		$ 0.00
Corrected		$ 0	$ 0		$ 0	0.0000	$ 0.00
Abated	$ 0	$ 0	$ 0		$ 0	0.0000	$ 0.00

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Corrected	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Abated	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00

Total Taxes Abated **$ 13,461.68**

Assessor Recommendation:	Approve ☒	Deny ☐
Protest in Abatement/Refund Tax Year:*	No ☒	Yes ☐ (If a protest was filed, attach a copy of the NOD)
Reason for Denial Recommendation:		
Assessor or Deputy Assessor Signature:		Date: 6-7-26

Section 5: Mutual Agreement

The Commissioners of Larimer County authorize the assessor by Resolution No. N12 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $13,461.68 or less per tract, parcel, or lot of land or per schedule or personal property in accordance with § 39-1-113(1.5), C.R.S. The Petitioner and Assessor mutually agree with the values and taxes as outlined in Section 4 or in the table below.

Petitioner Signature:	Date: 6-1-26.
Assessor or Deputy Assessor Signature:	Date: 6/1/26

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original	$ 1,465,700	$ 0	$ 1,465,700	0.2700	$ 395,739	102.6520	$ 40,623.40
Corrected	$ 980,000	$ 0	$ 980,000	0.2700	$ 264,600	102.6520	$ 27,161.72
Abated	$ 485,700	$ 0	$ 485,700	0.2700	$ 131,139	102.6520	$ 13,461.68

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Corrected	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Abated	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax Amount
Original	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Corrected	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00
Abated	$ 0	$ 0	$ 0	0.0000	$ 0	0.0000	$ 0.00

Total Taxes Abated **$ 13,461.68**

Section 6: Decision of the County Commissioners
(Must be completed if Section 5 does not apply)

The County Commissioners of LARIMER County, State of Colorado, held a meeting on 6/23/26
The following members were present:

_____

_____

Notice of the meeting and an opportunity to appear were given to the Petitioner ☐ **p** ☐ **not present**
and the County Assessor ☐ **p** ☐ **not present**

The Board of County Commissioners (BOCC) are fully advised and have considered the petition. The Board ☑ **agrees** ☐ **does not agree** with the recommendation of the Assessor. The petition has been ☐ **approved** ☑ **approved in part** ☐ **denied** with an abatement/refund as follows:

2025 $13,461.68 _____ _____
Year Taxes Abate/Refund **BOCC Chairperson's Signature** **Date**

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners, do hereby certify that the above order is truly copied from the record of the proceedings of the Board of County Commissioners.

_____ _____
County Clerk's or Deputy County Clerk's Signature **Date**

Note: Abatements greater than $10,000 per schedule per year must be submitted in duplicate to the Property Tax Administrator for review.

Section 7: Action of the Property Tax Administrator

Division Review	Approved ☐	Denied ☐	Code:	Reviewer:
Tax Year:	Amount:			
Timely Filed:	Yes ☐	No ☐	Date Completed:	

_____ _____ _____ _____
Administrative Assistant's Signature **Date** **Property Tax Administrator's Signature** **Date**

15-DPT-AR 920-66/26

Agreements

Item Name: Document Title: Construction Services Agreement, Bid No. B26-03, Project No. ENM000126 2026 Resurfacing Program
Submitted by: Erich Purcell
Department: Engineering
Description: PN ENM000126 - 2026 Resurfacing Program
Term: Summer, 2026 - Fall, 2026
Named Parties: Larimer County and Coulson Excavating Company, Inc.
Total Dollar Amount: $4,181,948.75

Attachments:

1.	PN ENM000126 - Contract ADA Statement	PN ENM000126 - Contract ADA Statement.docx
2.	ENM000126 - Contract & Bonds	ENM000126 - Contract & Bonds.pdf

Bid No. B26-03 – Project No. ENM000126
2026 Resurfacing Program
Construction Services Agreement

Notice Regarding Contract Document Accessibility

The attached contract is a legally binding agreement authored by Larimer County. Because this file is a scanned copy of the fully executed document containing physical signatures, it consists of flattened images that may not be fully readable by screen readers or other assistive technologies.

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven business days' notice. Please email us at eng-general@co.larimer.co.us or by calling (970) 498-5700 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

LARIMER COUNTY, COLORADO
Construction Services Agreement - ENGINEERING
Bid No. B26-03
Project No. ENM000126
2026 Resurfacing Program

THIS AGREEMENT is made by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521 ("County"), and Coulson Excavating Company, Inc., located at 3609 Madison Avenue, Loveland, Colorado 80538, ("Contractor"). County and Contractor agree to the following terms and conditions:

1. CONTRACT DOCUMENTS

a. The following documents are incorporated into this Agreement by this reference and are on file in the Office of Engineering Department, Larimer County, Colorado (collectively the "Contract Documents"):
    i. Invitation for Bids No. B26-03 and Contractor's Proposal in response, including but not limited to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction; Colorado Department of Transportation Special Provisions; Larimer County Engineering Special Provisions; the Plans, Payment and Performance bonds, together with all alterations and modifications thereto (the "Bid Documents");
    ii. Bid Schedule attached hereto as **Attachment A** (the "Bid Schedule").
    iii. Insurance Requirements attached hereto as **Attachment B;**

2. STATEMENT OF WORK

a. Contractor shall, in a good and workmanlike manner, at his/her own cost and expense and strictly in accordance with this Agreement, furnish all materials and do all work necessary or incidental to the complete construction of the Larimer County project referenced by the Bid and Project No. in the caption above (the "Work").
b. County's Contract Administrator (identified in §7(a) below), has the authority to approve changes to the scope of the Work and specifications in the Bid Documents, subject to the following:
    i. The specific changes at issue shall be described in a Change Order and signed by County's Contract Administrator and Contractor; and
    ii. Any increase or decrease in costs to County shall be documented in the Change Order. If the Change Order will result in a cost increase to County, the Change Order shall be signed as provided for in the Larimer County Policy addressing Signature Authority for County Expenditure and Revenue Commitments.

3. SCHEDULE OF WORK & LIQUIDATED DAMAGES

a. This Agreement shall be effective on the date it becomes fully executed by the parties and Contractor has delivered to County payment and performance surety bonds, acceptable to County in penal sums equal to the estimated contract price as shown on the Bid Schedule, duly executed by a corporate surety, qualified and licensed to do business and maintaining a general agent in Colorado ("Effective Date").
b. Contingent on County issuing a Notice to Proceed to Contractor, Contractor shall begin the Work no later than the 3rd day of July, 2026 (or such later date as may be stated in the Notice to Proceed).
c. Contractor shall complete the Work within 60 working days (the "Completion Date").
d. Time is of the essence of this Agreement. Subject to §3(e) below, in the event Contractor fails to complete any Work by the Completion Date, County may withhold, as liquidated damages and not as a penalty, the sum of $3,100.00 for each calendar day after the Completion Date that the Work remains incomplete.
e. If Contractor is delayed for any reason beyond its control, Contractor shall submit the reason for the delay in writing to County's Contract Administrator who shall decide whether there is sufficient justification for an extension of the Completion Date. This decision shall be made in writing and shall be final.

4. PAYMENT

a. All charges, prices, fees, and discounts related to the Work are set forth in the Bid Schedule. In no event shall County be liable to pay any money more than the total maximum cost stated in the Bid Schedule, unless County agrees otherwise in writing.
b. Contractor shall initiate payment requests by invoice to County in the amounts, form and manner stated in the Bid Schedule. With each request for payment, Contractor shall warrant that all subcontractors and material suppliers have been timely paid in accordance with Colorado Revised Statutes, §24-91-103, as now in effect or as may be amended from time to time.
c. Within forty-five (45) calendar days of its receipt of a complete and proper invoice, County shall pay the invoice so long as the amount invoiced correctly represents Work completed by Contractor in compliance with the terms of this Agreement. Payment of any invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement. Prior to payment, County reserves the right to require such additional documentation that it reasonably deems necessary to support invoices and payments to Contractor. In such event, payment deadlines shall be tolled and non-payment pending receipt and review of such additional documentation shall not constitute a breach by County.
d. Taxes.
    i. Contractor agrees that all invoices shall be exclusive of all excise, sale, use and other taxes for which County is exempt. Any invoices received that include such taxes will be paid less the tax amount.
    ii. The Contractor must complete and submit the relevant tax exemption application to the State of Colorado. If the Contractor fails to submit the required form, they will be responsible for paying any resulting taxes.
    iii. Upon request, County shall provide Contractor a tax-exempt certificate or other similar form demonstrating its tax-exempt status.
e. County represents that sufficient appropriations exist to pay its obligations under this Agreement, and that no Change Orders will issue unless appropriations exist to cover any increased costs.

5. BREACH & EARLY TERMINATION

a. The failure of either party to perform any of its obligations in accordance with this Agreement, in whole or in part, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

b. In the event of a breach, the non-breaching party shall give written notice of the breach to the other party in accordance with §7. If the notified party does not cure the breach within forty-five (45) days after the effective date of the notice pursuant to §7, the non-breaching party may exercise any of the remedies described in §6 for that party.

c. County may, at its sole option, terminate this Agreement at any time for its convenience and without cause, in which case:

    i. County shall provide Contractor written notice of such termination in accordance with §7, and such notice shall specify the effective date of the termination.

    ii. If County terminates for convenience, Contractor will be paid for Work completed and unpaid prior to the effective date of termination as follows:
        1. Lump Sum Contracts: The percentage of the total lump sum fee that represents the ratio of Work completed to the total amount of Work;
        2. Specific Rate of Compensation Contract: Incurred cost of actual Work performed;
        3. Per Unit of Work Contract: The cost of each completed unit of Work and/or a percentage of each partially completed unit of Work.
        4. Cost Plus Fixed Fee Contracts: Incurred cost of actual Work performed plus a percentage of the fixed fee that represents the ratio of Work completed to the total amount of Work;

    iii. In no event shall County be liable for costs incurred by Contractor after the specified termination date, including but not limited to anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or post-termination overhead or unabsorbed overhead.

6. REMEDIES FOR BREACH

a. <u>County Remedies.</u> If Contractor is in breach under any provision of this Agreement and fails to cure such breach as provided in §5(b) above, County may terminate this Agreement or any portion of this Agreement, or in its sole discretion choose one or more of the following remedies: Seek specific performance; Withhold payment to Contractor until Contractor cures its breach; Suspend Contractor's performance, pending corrective action by Contractor, with respect to all or any portion of the Work, which may include immediate removal from the Work of any Contractor's employees, agents or subcontractors whom County deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable with respect to the Work.

    i. If County terminates this Agreement for breach or convenience, Contractor shall take all actions necessary to carry-out the termination on the date specified in the termination notice and to minimize the liability of Contractor and County to

third parties. All such actions shall be subject to prior approval of County and shall include, without limitation, the following:

1. Halting performance of all services and other Work on the date(s) and in the manner specified by County;
2. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
3. Terminating all existing orders and subcontracts in a manner that minimizes liability to the greatest extent feasible under the circumstances;
4. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
6. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
7. Taking such action as may be necessary, or as County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

ii. Contractor shall be liable to County for any damages sustained by County in connection with any breach by Contractor, and County may withhold payment to Contractor for purposes of mitigating damages and losses sustained by County in connection with any breach by Contractor.

b. Contractor Remedies. If County is in breach under any provision of this Agreement and fails to cure such breach as provided in §5 above, Contractor may terminate this Agreement and shall have all remedies available by law and equity.

c. No Binding Arbitration. Larimer County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement, whether expressly stated or by incorporation, shall be null and void. Any provision rendered null and void by this provision shall not invalidate the reminder of this Agreement.

7. NOTICE & REPRESENTATIVES

a. All notices required or permitted under this Agreement shall be in writing and delivered in person, or by certified or registered mail to the following designated party representatives ("Contract Administrator"):

i. If to County: Erich Purcell, Construction Manager
Larimer County Engineering Department
PO Box 1190
200 W. Oak Street, Suite 3000
Fort Collins CO 80522

ii. If to Contractor: Bill Clarkin, Project Manager
Coulson Excavating Company, Inc.
3609 Madison Avenue
Loveland CO 80538

b. Notices delivered in person or by certified or registered mail are effective upon delivery.

8. LIABILITY

a. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to County under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

b. General Liability & Intellectual Property Indemnification.

i. Contractor shall be responsible for and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, that are attributable to the negligence or fault of Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement; and

ii. Contractor shall indemnify and hold harmless County, it's employees, officials, and agents for any losses and liabilities incurred by County, it's employees, officials, and/or agents, in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

c. Duty to Defend. Contractor shall defend the County, it's employees, officials, and agents, by attorneys and other professionals reasonably approved by them against any claims, suits, actions or proceedings related to the losses, liabilities, and indemnity set forth in §8(b)(i) and (ii) above. In no event shall any matter be settled without prior approval by the County.

d. Insurance. Contractor shall obtain, and maintain continuously for the term of this Agreement, at its expense, the insurance types and amounts set forth in Bid Documents. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.

e. No Pledge of Credit or Aid to Corporations. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, County shall not indemnify or hold harmless Contractor, or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to County to any amount other than the actual direct and indirect damages to County, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

9. GENERAL PROVISIONS

a. Independent Contractor. Contractor is an independent contractor and under no circumstance will Contractor or any agent or employee of Contractor be deemed an employee of County. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County, and Contractor is solely responsible to provide such benefits at its sole cost.

b. No Assignment. All rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent by the other party, and any such transfer or assignment shall subject the transferee/assignee to all provisions of this Agreement.

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

d. Not Exclusive. Contractor is not guaranteed any work except as expressly stated herein, and this Agreement does not create an exclusive contract for the Work.

e. Choice of Law, Jurisdiction and Venue. Colorado law shall be applied in the interpretation, execution and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado.

f. Contractor's Records. Contractor shall maintain a file of all documents, records, communications, notes, accounting records and other materials relating to the Work, including documents, records, communications, notes, and other materials related to the Work performed by subcontractors or agents (collectively the "Contractor's Records"), for a minimum of three (3) years from the date of final payment to Contractor under this Agreement. During performance of the Work and for the required record retention period, Contractor shall permit duly authorized agents and employees of County to enter Contractor's offices to inspect, review, copy, examine, and/or audit Contractor's Records at all reasonable times with a minimum of two (2) business days' notice from County.

g. Debarment. Contractor certifies by signing this Agreement that neither Contractor, the organization, nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the System for Award Management (SAM) exclusions list maintained by the General Services Administration (GSA).

h. Authority. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.

i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of County and Contractor and nothing herein shall be construed as giving any benefits, rights, remedies, or claims to any other person or entity. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to County and Contractor. Any services or benefits which third parties receive as a result of this Agreement are incidental.

j. Public Records. County is subject to the Colorado's Open Records Act ("CORA") and Contractor acknowledges that this Agreement is disclosable to the public pursuant to CORA. Additionally, Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to CORA, and County will release any such records per the requirements of CORA. County shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.

k. Laws and Regulations. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.

l. Ownership of Work Product. The tangible and intangible products of the Work performed under this Agreement, including but not limited to documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, pictures, negatives, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work ("Work Product"), are intended to be works made for hire and shall be solely owned by County. Contractor assigns to County all right, title, and interest to all Work Product, and agrees to cooperate and execute any documents in furtherance of County securing and/or protecting its intellectual property rights related to the Work Product. Work Product does not include any material developed by Contractor prior to the effective date of this Agreement that is used, without modification, in performance of the Work.

m. Counterparts and Signatures. This Agreement may be executed in several identical counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures and signatures transmitted via portable document format (PDF) shall be considered as original signatures.

n. Warranty. The Contractor warrants and represents that it shall perform services in a timely, competent, and professional manner, and that all products and/or services furnished hereunder: (1) will conform in all respects to the terms of the contract documents, including any drawings, specifications or standards incorporated herein; (2) are in good working order and condition; (3) are free from defects in design, materials, and workmanship; and (4) are merchantable and fit for their particular purpose. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S. Title 4, relating to implied and express warranties are incorporated herein, in addition to any warranties contained in the contract documents.

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

p. Digital Accessibility. Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County, including but not limited to the Americans with Disabilities Act

of 1990, 42 U.S.C. § 12101 et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et. seq.; and the Colorado Anti-Discrimination Act, C.R.S. 24-34-401 et. seq., as amended; and the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101 et. seq., C.R.S. § 24-34-802 and C.R.S. § 24-85-103. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with 8 CCR 1501-11, and version 2.1 Level AA of the Web Content Accessibility Guidelines (https://www.w3.org/TR/WCAG21/#background-on-wcag-2) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Contractor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

q. Invoices. Unless a shorter time period is stated in another provision of the Contract, all invoices from the Contractor to County requesting payment for services/goods provided must be received by County sixty (60) days following the month in which such services/goods were provided or conducted. Failure to ensure that the County receives such invoices within this period of time shall result in all payment obligations associated with such services/goods identified in the delinquent invoice(s), even if reinserted or reclaimed in another invoice, being waived and County shall have no obligation to pay for such services/goods.

r. Colorado Labor Requirement. **(Non-Federally Funded Public Works Projects Only):** The Contractor shall comply with the provisions laid out in C.R.S. § 8-17-101, specifically the Contractor agrees to employ Colorado labor to perform no less than eighty percent (80%) of the total work on the Project.

Remainder of Page Left Intentionally Blank
Signature Page Follows

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By:_____
Chair

Date:_____

Attest:_____
Deputy Clerk

CONTRACTOR

Coulson Excavating Company
Company Name

By:_____
Signature

Date: 6/10/2026

Matt Coulson — Vice President
Printed Name — Title

Project No. ENM000126
2026 Resurfacing Program

ATTACHMENT A
BID SCHEDULE

Date: May 22 , 2026
Revision Date: _____

BID No. B26-03

REF NO.	CONT ITEM	CONTRACT ITEM	APPROX. QUAN.	UNITS	UNIT PRICE (2 decimals only)	EXTENDED AMOUNT
1	202-00240	Removal of Asphalt Mat (Planing) (SY)	3,984	SY	$3.25	$ 12,948.00
2	203-01500	Blading (HOUR)	24	HOUR	$150.00	$ 3,600.00
3	210-00011	Reset Mailbox Structure (Type 1) (EACH)	1	EACH	$575.00	$ 575.00
4	210-00012	Reset Mailbox Structure (Type 2) (EACH)	1	EACH	$675.00	$ 675.00
5	210-00013	Reset Mailbox Structure (Type 3) (EACH)	1	EACH	$775.00	$ 775.00
6	210-04010	Adjust Manhole (EACH)	1	EACH	$275.00	$ 275.00
7	210-04050	Adjust Valve Box (EACH)	16	EACH	$185.00	$ 2,960.00
8	304-05007	Aggregate Base Course (Class 5)(Shoulder)(Special) (TON)	6,299	TON	$32.00	$ 201,568.00
9	403-33853	Hot Mix Asphalt (Grading S) (75) (Patching) (TON)	250	TON	$120.00	$ 30,000.00
10	403-34741	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (TON)	15,416	TON	$86.00	$ 1,325,776.00
11	403-34742	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (Leveling) (TON)	17,369	TON	$86.00	$ 1,493,734.00
12	403-34744	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (Fiber) (TON)	2,485	TON	$91.00	$ 226,135.00
13	403-34745	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (Leveling) (Fiber) (TON)	4,349	TON	$91.00	$ 395,759.00
14	620-00020	Sanitary Facility	1	EACH	$830.00	$ 830.00
15	626-00000	Mobilization (L S)	1	L S	$40,000.00	$ 40,000.00
16	627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol) (SF)	75	SF	$15.25	$ 1,143.75
17	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line) (SF)	60	SF	$15.25	$ 915.00
18	629-01050	Monument Box (EACH)	5	EACH	$500.00	$ 2,500.00
19	630-00000	Flagging (HOUR)	3,230	HOUR	$36.00	$ 116,280.00
20	630-00002	Construction Traffic Control (L S)	1	L S	$7,000.00	$ 7,000.00
21	630-00007	Traffic Control Inspection (DAY)	20	DAY	$110.00	$ 2,200.00
22	630-00012	Traffic Control Management (DAY)	80	DAY	$760.00	$ 60,800.00
23	630-80355	Portable Message Sign Panel (EACH)	50	EACH	$110.00	$ 5,500.00
24	700-70010	F/A Minor Contract Revisions (F A)	1	F A	$250,000.00	$ 250,000.00

Contractor's Name
Coulson Excavating Company
(Please Print)

Coulson Excavating Company Incorporated CORPORATE SEAL 1976 COLORADO

TOTAL $ 4,181,948.75

ATTACHMENT B

INSURANCE REQUIREMENTS

PN: ENM000126 2026 Resurfacing Program

Prior to commencement of any work, contractor/vendor shall provide a Certificate of Insurance issued to Larimer County, 200 West Oak St., Suite 4000, Fort Collins, Colorado 80521 as the Certificate Holder. The insurance required herein shall be procured and maintained in full force and effect for the duration of the Contract or Agreement and shall be written for not less than the following amounts, or greater if required by law. Such certificate shall be delivered to InsuranceCert@larimer.org.

I. **Workers' Compensation and Employers' Liability**

A.	Workers' Compensation:	Statutory
B.	Employer's Liability:	$100,000 Each Accident $500,000 Disease-Policy Limit $100,000 Disease-Each Employee

C. Waiver of Subrogation in favor of Larimer County

D. If the contractor/vendor is not required to carry Workers' Compensation coverage *per Colorado Workers' Compensation Act 8-40-202(2)(b)* a signed Workers' Compensation waiver must be provided.

II. **Commercial General Liability** on an Occurrence Form with minimum limits as follows:

A.	Per Occurrence Limit	$1,000,000
B.	General Aggregate Limit	$2,000,000

C. Contractor/Vendor agrees that the insurance afforded the County is primary non-contributory.

III. **Automobile Liability Insurance** including coverage for all owned, non-owned, & hired autos. Limits to be as follows:

A.	Bodily Injury & Property Damage Combined Single Limit	$1,000,000

B. Lower limits may be accepted if automobiles are not used for transport in relation to goods/service provided as outlined in agreement (i.e. only commuting to job site).

IV. **Contractor's Pollution Liability** $1,000,000

V. Minimum required limits set forth herein may be met by utilizing a combination of excess/umbrella policies in conjunction with primary insurance policies if necessary.

VI. **General Liability and Automobile Liability insurance policies shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.**

VII. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Insurance Companies shall be licensed to do business in the State of Colorado and shall have an AM Best rating of not less than A- VII.

VIII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract or Agreement shall provide the required coverage and shall not be suspended, voided, or canceled. Should any of the required policies be cancelled before the expiration date, notice shall be delivered to Larimer County, 200 West Oak St. Suite 4000, Fort Collins, CO 80521 or InsuranceCert@larimer.org.

IX. **Subcontractors:** If subcontractors are used by contractor/vendor in the performance of contracted services, all subcontractors are required to carry insurance coverage consistent with the limits as listed in this document and the subcontractor must include Larimer County an additional insured as described in section V.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DIVISION.

PAYMENT BOND

Bond Number: 30275202

KNOW ALL MEN BY THESE PRESENTS, that **Coulson Excavating Company, Inc.** _____, of the County of **Larimer**, State of **Colorado**, as principal, and **Western Surety Company** _____ of **Chicago**, State of **Illinois**, as surety, are held and firmly bound unto the County of Larimer, in the penal sum of **Four Million One Hundred Eighty-one Thousand Nine Hundred Forty-eight & 75/100** ---------- ($ **4,181,948.75** ----------), with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, A.D. 2026.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of Bid No. B26-03, Project No. ENM000126 – 2026 Resurfacing Program, in the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW THEREFORE, if the said principal shall at all times duly and faithfully promptly make payments in all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor or materials used or performed in the prosecution of the work provided for in such contract, then this bond will be null and void, otherwise the principal and surety will indemnify and save harmless the County to the extent of any payments in connection with the carrying out of any such contracts which the County may be required to make under the law.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said principal under the terms of this bond, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bond shall not be deemed valid until it shall have been accepted by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at **Greenwood Village, CO** Colorado, the day and date written above.

Coulson Excavating Company, Inc.

_____(SEAL)
Signature of Principal

_____(SEAL)
Signature of Principal

Western Surety Company

_____(SEAL)
Signature of Surety **Ashlea McCaughey, Attorney-in-Fact**

_____(SEAL)
Signature of Surety **Sarah Brown, Surety Witness**

PERFORMANCE BOND

Bond Number: 30275202

KNOW ALL MEN BY THESE PRESENTS, that we **Coulson Excavating Company, Inc.** _____, of the County of **Larimer** _____, State of **Colorado** _____, as principal, and **Western Surety Company** _____ of **Chicago** _____, State of **Illinois** _____, as surety, are held and firmly bound unto the County of Larimer, in the penal sum of **Four Million One Hundred Eighty-one Thousand Nine Hundred Forty-eight & 75/100** _____ ($ **4,181,948.75** _____) with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, A.D. 2026.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction Bid No. B26-03, Project No. ENM000126 – 2026 Resurfacing Program, in the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW, THEREFORE, if the said principal shall at all times duly and faithfully discharge its, his or their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the County of Larimer, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the County of Larimer or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the principal or anyone acting for it as subcontractor or otherwise in the performance of this contract, or by reason of any failure on the part of said principal, its agents, servants, or employees, subcontractor or subcontractors, or any of them, in the performance of said contract or any portion thereof, and if the said principal, its subcontractor or subcontractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the principal under the terms of this bond, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bond shall not be deemed valid until it shall have been accepted by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at **Greenwood Village, CO**
_____, Colorado, the day and date written above.

Coulson Excavating Company, Inc.

_____ (SEAL)
Signature of Principal Matthew Coulson Vice President

_____ (SEAL)
Signature of Principal

Western Surety Company

_____ (SEAL)
Signature of Surety **Ashlea McCaughey, Attorney-in-Fact**

_____ (SEAL)
Signature of Surety **Sarah Brown, Surety Witness**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Sweigart, Donald E Appleby, Todd D Bengford, Sarah C Brown, Ashlea McCaughey, Lindsey Minutillo, Alissa K Cahalan, Connor Oberg, Individually

of Greenwood Village, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , **2026** .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Agreements

Item Name:

Document Title: Local Area Employment and Training Grant

Submitted by: Amanda Aquino, Administrative Coord

Department: Economic and Workforce Development Department

Description: This agreement between the State of Colorado and Larimer County provides funding to support the administration and delivery of workforce development, employment, and training services within the local workforce area. The agreement outlines the terms, funding, and responsibilities associated with implementing the State's workforce development programs and serving local job seekers and businesses.

Term: July 1, 2026, through June 30, 2028

Named Parties: Colorado Department of Labor and Employment, Board of County Commissioners of Larimer County

Total Dollar Amount: 0.01

Attachments:

1.	Local Area Employmen and Training Grant	Local Area Employmen and Training Grant.pdf

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Grant Award Letter

Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Department of Labor and Employment

Grantee

Board of County Commissioners of Larimer County

Grantee UEI

HQMBX6GPALH6

Grant Amount

State Fiscal Year 2027	$0.01
State Fiscal Year 2028	$0.00
State Fiscal Year 2029	$0.00
State Fiscal Year 2030	$0.00
State Fiscal Year 2031	$0.00

Total for all State Fiscal Years $0.01

Federal Fiscal Year 2026	$0.00
Federal Fiscal Year 2027	$0.00
Federal Fiscal Year 2028	$0.00
Federal Fiscal Year 2029	$0.00
Federal Fiscal Year 2030	$0.00
Total for All Federal Fiscal Years	$0.00

Total for All Fiscal Years $0.01

Grant Issuance Date

July 1, 2026

Grant Expiration Date

June 30, 2028

Fund Expenditure End Date

Specified in each approved NFA for individually approved Work Plans.

Grant Agreement Number

10610_CTGG1 KADA 2027-0381

Agreement Authority -

C.R.S. §§8-83-104, 8-83-107(1)(e), 8-83-204, and Federal Workforce Innovation and Opportunity Act of 2014

Grant Purpose

The purpose of this grant is to provide funding to the Local Area for implementation and operation of existing and new programs for the State's workforce development program.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Sample Grant Funding Change Letter
4. Exhibit D, Budget.
5. Exhibit E, Federal Provisions.
6. Exhibit F, PII Certification

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

1. Exhibit E, Federal Provisions
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit F, PII Certification
6. Exhibit B, Sample Option Letter.
7. Exhibit C, Sample Grant Funding Change Letter
8. Exhibit D, Budget.

Principal Representatives

For the State:
James Newby
CDLE Division of Employment & Training
707 17th Street
Suite 2700
Denver, CO, 80202

For Grantee:
Mark Johnston
200 West Oak Street
Suite 5000
Fort Collins, CO 80521

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Signature Page

The Parties hereto have executed this Agreement.

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

Grantee

Larimer County

By:

Date:

2nd Grantee Signature

Mark Johnston

By: Mark Johnston

Director

Date: June 4, 2026

Grantee Legal Review

Frank Haug

By: Frank Haug

Asst. County Attorney

Date: June 4, 2026

STATE OF COLORADO

Jared S. Polis, Governor

Department of Labor and Employment

Joe M. Barela, Executive Director

By: Kelly Folks, Director, Division of Employment and Training

Date:

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Alexander Fink, CDLE Deputy Controller

Date:

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an Option Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the approved Work Plan as executed and incorporated to Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of allocated parts of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal or State Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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

D. **"Budget"** means the budget for the Work described in Exhibit D.

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

F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice,

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

I. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

L. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

M. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

O. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. US Department of Labor (USDOL) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

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

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

W. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

X. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Y. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

CC. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal or State Award flow down to this Sub-Award unless the terms and conditions of the Federal or State Award specifically indicate otherwise.

DD. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

EE. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

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

GG. **"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 the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

HH. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

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

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

4. Statement of Work

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

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State and Federal Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State by the due dates noted in Exhibit A, dictated in approved Work Plans, no later than the end of the close out described in **§5.D**, or a combination thereof depending on guidance from the Grantor containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

8. Confidential Information-State Records

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if Grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

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

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. This is also

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

applicable to State awarded funding. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

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

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

i. RESERVED

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

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

B. Fund Availability. §24-30-202(5.5) C.R.S.

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

C. Governmental Immunity.

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

D. Independent Contractor.

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

EXHIBIT A, STATEMENT OF WORK

I. Introduction

A. Overview: The grants incorporated for this agreement have been provided through Federal, State, and other funding to Local Areas for implementation and operation of existing and new programs for the State's workforce development program in Section 8-83-204 C.R.S.

B. Purpose:

1. To increase for individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
2. To provide workers and job seekers with the skills and credentials necessary to secure and advance in employment with family sustaining wages, and to provide businesses with the skilled workers they need to succeed in the global economy.
3. To provide improvement in the structure of and delivery of services through the workforce system to better address the employment and skill needs of workers, job seekers, and businesses.
4. To support the alignment of workforce investment, education and economic development systems in support of a comprehensive, accessible, and high quality workforce system across Colorado and the nation.

C. Authority:

1. Authority to enter into this Agreement exists in Colorado Revised Statutes §8-77-109 C.R.S. Establishment of the Employment Support Fund (ESF), for use by the Colorado Department of Labor and Employment (CDLE), Division of Employment and Training, §8-83 C.R.S., Workforce Development Part 1 Division of Employment and Training, §8-83-104 C.R.S. State Employment Service; and §8-83 C.R.S., Part 2, Workforce Investment Act, the Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) (Public Law #113-128 enacted July 22, 2014, and the WIOA Technical Amendments Act (Public law 114-15 enacted May 22, 2015) (collectively, codified as 29 USC §§3101 et seq.), both including the Wagner-Peyser Act (WP) as amended, and also pursuant to the authority of the Colorado Workforce Development Council (CWDC) to approve use of the WIOA discretionary funds, the authority of the CDLE Division of Employment and Training, as administrator of WIOA and WP, including the Governor's WIOA and WP discretionary funds, and other workforce programs.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

2. Pursuant to the WIOA, the WP, the State's Long Bill for the appropriation of ESF, and other Federal and State funding appropriations for programs, such as, the Jobs for Veterans State Grant (JVSG) Program, (Public Law #107-288, enacted November 7, 2002), National Dislocated Worker Grants, and other workforce program funds that have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance remains available for payment. Required approvals, clearance, and coordination have been accomplished with appropriate agencies.
3. Additionally, Workforce Enterprise Funds (WEF) have been authorized by House Bill 24-1409, State Statute (§ 8-83-107(1)(e), C.R.S.
4. Funds have been budgeted, gifts, grants, and donations, and other receivable funding may be appropriated, and spending authority shall be approved for allocation to Local Areas.

D. Expected Outcomes: This Agreement, in part is intended to comply with and carry out the purposes of the Federal Workforce Innovation and Opportunity Act (29 USC 3101, et seq.), any future statutes that in whole or in part, may be enacted to replace or supplement federal workforce policy, and all other authorizing Federal and State legislation.
E. Definitions
    1. Annual Compliance Plan: A one-year plan that provides programmatic and administrative information relevant to the Local Area's performance for the upcoming Program Year.
    2. Colorado Workforce Development Council - the Governor-appointed, public-private partnership with the purpose to advise, oversee, and integrate the work of the Colorado talent development network, also known as the Colorado Workforce System.
    3. Connecting Colorado (or its successor): The State's case management, tracking and reporting system, used by the Local Area and its partners, to track statewide data, participant and employer data, performance measures and outcomes, case management services, and other Program related data that is used to comply with reporting and Program requirements.
    4. Federal Fiscal Year: The Federal Fiscal Year ('FFY') identifies the federal one-year period of performance from October 1 through September 30 within any given year.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

5. Federal Program Year: The Federal Program Year ('Program Year or PY') identifies the federal one-year period of performance from July 1 through June 30 in any given year.
6. Funding Provisions: Funding Provisions provide specific information on a Program's Resources and costs, and may be included with a Notice of Funding Allocation (NFA) or Notice of Funding Reduction (NFR), or incorporated into a PGL.
7. Local and Regional Plan: A four-year plan that describes how the Local Area and its designated planning region shall achieve the purposes of the WIOA. The plan outlines the vision for aligning and integrating local service delivery across Federal programs to foster alignment of education and job training with employer needs, integrate service delivery across programs, and ensure that the State's workforce system is matching employers with skilled individuals.
8. Local Workforce Development Board (“LWDB” or “Local Board”): A policy-making body established under 29 U.S. Code § 3122, WIOA Title I, Chapter 2, §107, certified by the Governor, and responsible for oversight of the Local Area's employment and training programs.
9. Local Area - A county or group of counties recognized by the Colorado Workforce Development Council and the US Department of Labor as a provider of workforce services.
10. Notice of Funding Allocation (‘NFA’): A document issued by the State that authorizes funding allocations for Program Resources to the Local Area in support of the State's workforce system and the One Stop Delivery System.
11. Notice of Funding Reduction/Recapture (‘NFR’): A document, issued by the State to a Local Area, when previously allocated funding must be reduced as the consequence of a Federal or State funding rescission, or because the Local Area cannot expend the funding allocation within the period of performance, or due to an error in a previously issued NFA.
12. One-Stop Center: A One-Stop Center, also known as an American Job Center, provides integrated employment and training services in a One-Stop Delivery System environment of a Local Area.
13. One-Stop Delivery System: A seamless system of service delivery provided through the Local Area One-Stop Center(s) through the collaboration of entities responsible for operating WIOA (or its

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

successor) and other employment and training programs funded under this Agreement.

14. One-Stop Operator: One or more entities competitively selected and certified under WIOA, sec. 121, to assist in the operation of a Local Area's One Stop Centers. At a minimum, the One-Stop Operator must coordinate the service delivery of required One-Stop Partners and service providers.
15. One-Stop Partner: An entity that is required to participate in the One-Stop Delivery System pursuant to WIOA.
16. Participant - An individual who applies for, is determined eligible for, and is enrolled in a grant program covered by this Agreement, and has received a staff-assisted service.
17. Performance Outcomes: Measurement indicators used to monitor the performance of the Local Area's Programs funded under this Agreement. Performance Outcomes include those measurement indicators identified in the WIOA, and in other Federal or State laws, rules and regulations, and those Program specific indicators set forth in State Policy Guidance Letters (PGLs) and or as negotiated at the State and Local levels in their Plans.
18. Plans: Plans collectively mean the Local and Regional Area four-year Plan, the Annual Compliance Plan, and the Work Plan.
19. Policy Guidance Letter ('PGL'): Policy Guidance Letters, issued by the State to the Local Area, provide policy and procedural guidance for the Local Area to follow in implementing and operating Programs funded under this Agreement.
20. Program: "Program(s)" means the Federal and State initiatives that require the delivery of career services, education and training, and supportive services by the Local Area to job seekers, workers, and businesses. Such services contribute to the development of strong regional economies.
21. Required Program Elements: Services, program components, and resources which the Local Area is required to make available pursuant to the applicable Federal or State laws and regulations for each funding source, or as may be designated by a grantor outside of the Federal or State government, or as may be designated by a private donor.
22. Resources: Resources mean the allowable administrative and program services and activities that are provided in the One Stop Delivery System.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

23. Training and Employment Guidance Letters (TEGLS): United States Department of Labor ('USDOL') issued documents that provide operating guidance for the Workforce Innovation and Opportunity Act ('WIOA '), the Wagner Peyser Act, and other Federal programs administered by the USDOL, Employment and Training Administration.
24. Workplan: The Work Plan describes a Program's components, activities, budget and Performance Outcomes that the Local Area shall achieve with the funds.

II. Objectives & Outcomes

A. Grantees of funding authorized by this Intergovernmental Agreement shall meet the performance objectives detailed in the approved work plans that support the strategic objectives of the Colorado Workforce Development Council's State Plan.

1. Objective 1: Funds the local workforce areas to:
    a) Increase the employment, retention, and earnings of grant program participants,
    b) Increase credential attainment and measurable skill gains of grant program participants,
    c) Decrease recidivism rates for those grant program participants who are justice involved,
    d) Increase the percentage of priority and underserved groups who receive grant program services,
    e) Increase customer satisfaction outcomes for both job seeker and business services provided by the local workforce areas,
    f) Achieve 100% expenditure of grant funds by the end of the period of performance for each particular grant.
2. Objective 2: Funds the local workforce areas to meet the specifically identified performance objectives detailed in the approved work plans.

III. Period of Performance

A. July 1, 2026 execution through June 30, 2028.
B. At the State's discretion, this agreement may be extended through the use of a modification document, not exceeding a total period of performance of five (5) years.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

IV. Funding Provisions

A. Funding Source: Mixed funding from private, State, and Federal sources.
   1. Colorado Revised Statutes (C.R.S.) §8-77-109, Establishment of the Employment Support Fund (ESF);
   2. Colorado Workforce Development Enterprise (the "Enterprise") Fund (WEF) created pursuant to HB21-1409, and set forth in C.R.S. §8-83-107;
   3. Federal Workforce Innovation and Opportunity Act of 2014 (WIOA) (Public Law #113-128 enacted 7/22/14 and effective July 1, 2015, which includes the Wagner Peyser Act ('WP') as amended, the WIOA Technical Amendments Act (Public Law #114-18) as referenced in the Federal Training and Employment Notice (TEN) #10-15 issued on September 17, 2015, which includes the Wagner Peyser Act ('WP') of 1933, as amended;
   4. Trade Adjustment Assistance Reauthorization Act of 2015 (TAARA), 20 CFR 618, TEGL 14-22, and TEGL 07-23;
   5. Jobs for Veterans State Grant ('NSG') Program, authorized by Title 38, United States Code Chapter 41, and Public Law 107-288 Jobs for Veterans Act of 2002;
   6. Any other additional Federal pass-through, State legislated, or donated funds that may become available throughout the period of performance for this agreement.

B. The Local Area shall comply with all administrative and program and performance requirements set forth in the funding sources' law(s), rules and regulations, TEGLs, PGLs, funding provisions, and other policies and requirements that may be defined by the funding source or the State.
   1. All program costs shall comply with 2 CFR 200 Subpart E-Cost Principles, being allowable, reasonable, and allocable to the program set forth in any approved Work Plan incorporated to this agreement. Allowable costs for grant programs under this Agreement are defined within the funding source and include federal or state statutes, regulations and policies applicable to an individual grant or a private grant.

C. Standard Non-allowable costs for grant fund use, unless allowed by the funding source, include, but are not limited to:
   1. Food, except as allowed by non-federal grants
   2. Political-related activities
   3. Entertainment
   4. Fines

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

5. Penalties
6. Donations
7. Fundraising activities
8. Individual memberships or subscriptions
9. Any activities related to the marijuana industry
10. Alcohol
11. Activities related to or impacting Union organizing
12. Other non-allowable costs as required by specific grants or programs.

D. Grant award changes
   1. Funding increases shall be contingent on mutual approval of the Work Plan for the project being funded, documented in a Notice of Funding Allocation, and shall be memorialized through a formal modification document to this Agreement.
   2. Funding decreases shall be mutually agreed to, documented in a Notice of Funding Reduction/Recapture, and shall be memorialized through a formal modification document to this Agreement.

E. Expenditure Rate and Timely Utilization of Funds
   1. Federal, State, and other funding sources applicable to this agreement shall be expended in accordance with the expenditure thresholds and timeframes established by CDLE through applicable Policy Guidance Letters (PGLs), federal regulations, and any other governing guidance. Local Workforce Area shall ensure that all allocated funds are obligated and expended in a timely manner to support continuous service delivery and to avoid the accumulation of unexpended balances that may impede program effectiveness or statewide performance outcomes.

F. Connecting Colorado
   1. The Local Workforce Area shall utilize Connecting Colorado as the exclusive system of record for all reporting and compliance requirements associated with funding; including but not limited WIOA Titles I and III, Federal discretionary, State funding, and any other funding received from the CDLE.
   2. The Local Workforce Area shall not share, transfer, or disclose any sensitive participant or system data with outside entities or third parties not explicitly authorized by CDLE in writing, thus ensuring strict adherence to all Federal and State privacy and security regulations.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

3. The Local Workforce Area will be responsible for the timely and accurate documentation of all service delivery information, case management activities, and corresponding fiscal expenditures for all program participants within the Connecting Colorado platform. SUch documentation must strictly adhere to all applicable CDLE Policy Guidance Letters (PGLs), Federal Training and Employment Guidance Letters (TEGLs), and other governing grant-related program guidance. Compliance with this, §IV.E. constitutes a mandatory condition precedent to the receipt and continued access to all allocated pass-through funding from CDLE.

G. Labor Exchange System Cost-Sharing Requirement
   1. The Local Workforce Area shall bear a proportionate share of the costs associated with the operation and maintenance of the state labor exchange system, Connecting Colorado. The CDLE shall calculate and determine the precise proportionate share owed by the Local Workforce Area through the utilization of a transparent formula in order to ensure equitable cost distribution among all recognized Local Workforce Areas.
   2. Cost obligations shall be satisfied using allowable funds from the Wagner Peyser Program and/or other authorized Federal and State funding sources, as permitted under specific program funding guidance.
   3. CDLE shall implement cost recovery through one of the following methods:
      a) Retention of the calculated amount from the Local Workforce Area's allocation prior to distribution, or
      b) Invoicing the Local Workforce Area for the amount owed based on the established formula.

H. Participant Enrollment Requirement
   1. Meet established participant enrollment targets mandated through coordination with the CDLE for each applicable funding source.

I. Grant Closeout
   1. Close Out for expiring funds shall be completed within sixty (60) days after the specific period of performance end date identified in the Notice of Funding Allocation (NFA) for a specific grant award.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

V. Grant Management Responsibility

A. Grantee's Responsibilities:

1. Shall be fully responsible for the implementation and operation of its One-Stop System.
2. Shall serve as Administrator for the Local Area's One-Stop Center(s).
3. Shall be fiscally responsible for the use of all funds allocated to the Local Area under this Agreement.
4. Shall be liable for any misuse of funds allocated to the Local Area under Title 29, §§3163 and 3173.
5. Shall ensure that services are available and accessible for individuals with significant barriers to employment, such as, disadvantaged youth, migrant and seasonal farm workers, veterans, persons with disabilities, older workers, ex-offenders, limited English proficiency workers, and minorities.
6. Shall be accountable for its performance under all WIOA core measures for Adult, Dislocated Worker, Youth, and Wagner-Peyser under WIOA Subtitle A, Chapter 4 - Performance Accountability.
7. Shall be accountable for its performance, as set forth in Federal or State law, rules and regulations, TEGLs and PGLs, for all sources of funding provided in this Agreement.
8. Shall inform LWDB members about the conflict of interest provisions under Federal and State laws, rules and regulations, and policies applicable in this Agreement.
9. Shall have and maintain policies and procedures to: prevent conflict of interest or the appearance thereof, prevent misuse of funds, and ensure the policies are in effect prior to procurement of a Local Area One-Stop Operator(s) or any other services required by the WIOA.
10. Shall inform, train, and provide oversight and guidance to all its employees, subrecipients, contractors, and designated officers related to all applicable Federal and State laws, and rules and regulations, and policy governing this Agreement.
11. Shall ensure employees, subrecipients, contractors, and designated officers remain in compliance with applicable Federal and State laws, regulations, and policy governing this Agreement.
12. Shall establish and maintain procedures for grievances and complaints from participants or other parties affected by the local One-Stop Delivery System in accordance with the requirements of

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

WIOA Title I, Subtitle E, Administration Section 181 (c), applicable Federal and State regulations, and applicable PGLs concerning grievance procedures.

13. In accordance with WIOA regulations at 20 CFR §682.220, applicable PGLs, and other requirements that may be established by the State, the Local Area shall provide data and conduct program evaluations to "promote, establish, implement, and utilize methods for continuously improving core program activities in order to achieve high-level performance within, and high-level outcomes from the workforce development system."
14. Shall immediately notify the CDLE, and in no event later than twenty-four (24) hours after discovery, of any actual or suspected Data Incident; defined as any unauthorized disclosure, access, acquisition, loss, destruction, or alteration of sensitive participant or system data, whether intentional or inadvertent, that compromises the security, confidentiality, or integrity of the data. Following the notification, the Local Workforce Area shall collaborate and cooperate fully with the CDLE in investigating the incident, take all reasonable steps to mitigate any harm, and provide detailed information regarding the nature, scope, and affected data. The Local Workforce Area shall remain solely responsible for complying with all Federal and State laws regarding notification to affected individuals and/or regulatory bodies. Failure to comply with these notification and mitigation requirements shall subject the Local Workforce Area to corrective and administrative actions as outlined in this Agreement.

B. State's Responsibilities:
    1. Shall establish planning guidelines, policy guidance, funding provisions, and requirements for Plans, programs, and initiatives, and disseminate these items to the Local Area.
    2. Shall allocate funds to the Local Area for Program services in accordance with Federal formulas defined in Federal laws, rules and regulations, State statutes, State Program participation criteria, labor market information, and other criteria that the State may define and establish in the future.
    3. Shall implement a process to establish statewide participant enrollment goals applicable to all state and federal funding sources. Participant enrollment goals shall be determined based on historic enrollment data proportionate to the Local Workforce

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Area and requirements for minimum expected participant enrollment tied to the funding source coordinated with the Local Workforce Area.

4. Shall monitor local areas on an annual basis for compliance with all programmatic and fiscal federal, state, and local statutes, regulations and policies. **If changes in risk occur, additional monitoring and reporting shall be conducted.**
5. Shall discuss planned funding allocation changes with the Local Area and secure written confirmation from the Local Area Director.
6. Shall perform a mid-term review of the Local Area's performance that may require Local Area assistance in verifying budget data.
7. Shall document quarterly expenditure rates and performance measures in a written quarterly report and submit the report to the Local Area; and complete a written summative annual compliance review and report at the end of each Program Year and submit the report to the Local Area.
8. Shall gauge and measure compliance of Local Area to ensure funds are used for authorized purposes in compliance with laws and regulations, assess Local Area internal controls to assure reliable financial reporting and accountability, and assist and recommend areas of improvement of administrative efficiencies and programmatic effectiveness.
9. Shall work with the Local Area to adjust performance measures based on any Federal or State mandated legislative or policy changes that occur during the performance period, and monitor and evaluate any such adjustments made.
10. Shall review draft Work Plans and provide any applicable program feedback to the Local Area.
11. Shall provide program guidance and technical assistance to the Local Area for all Programs funded under this Agreement.
12. Shall conduct program evaluation activities as required by WIOA Section 116e and applicable PGLs.
13. In the event of the grantee failing to comply with any of the conditions and requirements set forth in this Agreement, or related guidance, the State may impose additional conditions or corrective actions. These actions may include, but are not limited to:
    a) Additional Oversight,
    b) Corrective Action Plans,

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

c) Technical Assistance or Technical Assistance mandates,
d) Reduction, suspension,m or termination of funding,
e) Additional monitoring and reporting requirements,
f) Any other remedy as permitted under State and Federal law.

14. Primary Point of Contact: Local Area WIOA Regional Coordinator designated by CDLE's Division of Employment and Training.
15. Backup Point of Contact: Workforce Development Supervisor (Supervisor of the WIOA Regional Coordinators - jesus.borrego@state.co.us).

VI. Program-Specific Provisions (Local Areas): Programs described in this Section 8 contain supplemental information in PGLs, TEGLs, and Funding Provisions. The Local Area shall reference the PGL(s) applicable to the Program, USDOL TEGL(s) applicable to the Program, and Funding Provisions (if any) applicable to the Program. If a new or updated PGL or TEGL is issued for a Program by the State or USDOL after execution of this Agreement, and/or Funding Provisions are issued by the State, that PGL, TEGL, or Funding Provisions shall be incorporated herein by reference, apply prospectively, and take precedence over any previously issued PGL or TEGL. Prior PGL or TEGL provisions remain valid for the work performed under that guidance.

A. Veterans Priority of Service
    1. The Jobs for Veterans Act (§2(a) of the Act 38 United States Code 4215(a)), creates a priority of service requirement for veterans (and eligible covered persons) who are eligible to receive services under designated USDOL funded workforce development and training programs. Therefore, for all designated workforce development programs funded under this Agreement with Federal funds, the Local Area shall adhere to Federal and State laws and guidance related to veterans' priority of service.

B. Wagner-Peyser Act: The Local Area shall reference applicable PGLs beginning with VET, WP, TAA, and ADM for accompanying program policy guidance, and TEGL #19-16, as amended and other applicable TEGLs, for operating guidance.
    1. Funding Purpose
        a) Wagner-Peyser funds provide labor exchange services, or Basic Career Services, as well as Individualized Career Services as defined in §4 and §6 of the above TEGL. Services must be made available in coordination with other One Stop Center partners. The Local Area shall not charge any fees for WP funded activities.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

2. Restrictions of Funding
    a) As defined in Federal law, funds cannot be used for:
        (1) Supportive services, follow-up services, or economic development.
        (2) Subrecipient contracting unless implemented under a Merit System as defined below, and provided by another governmental entity.
        (3) Training services.
3. Merit Staffing Requirements
    a) The Local Area shall comply with all applicable Federal laws regarding merit staffing requirements including, but not limited to, the Wagner-Peyser Act of 1933, 29 U.S.C. 49, et seq., as amended, the Intergovernmental Personnel Program, Chapter 62 of Title 42, U.S.C., as amended, and all associated rules, regulations and policies, as amended. Staffing requirements consist of, but are not limited to: 1) recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment; 2) providing equitable and adequate compensation; 3) training employees, as needed, to assure high-quality performance; 4) retraining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected; 5) assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, or religious creed and with proper regard for their privacy and constitutional rights as citizens; and 6) assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

C. Wagner-Peyser 10% Funds Reserved By the Governor
1. Funding Purpose
    a) Wagner-Peyser 10% funds allocated to CDLE by the Governor, supports special workforce initiatives that may include, but are not limited to:

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

(1) Performance incentives for the Local Area;
(2) Services for individuals with significant barriers to employment;
(3) Services targeted at employers; and
(4) Other initiatives in support of labor exchange services and/or career services provided in the Local Area.

2. Required Program Elements
    a) Reference the applicable PGL(s) for further policy guidance on any special initiative.
3. Funding Restrictions
    a) Reference the applicable PGL(s) for further policy guidance on any special initiative.

D. Governor’s Summer Job Hunt (GSJH)
1. Funds support the Governor's Summer Job Hunt (GSJH) Program, which provides career awareness, job readiness training, job placement services, job fairs and employment opportunities to youth seeking unsubsidized jobs for the summer. Funding covers staffing costs and outreach activities to promote youth and business participation in the program.

E. Migrant Seasonal Farm Worker Program
1. Funds support the Local Area's delivery of services to Migrant Seasonal Farm Workers (MSFWs), and covers personnel and benefit costs, training and travel costs, and purchase of supplies, and other materials to operate the MSFW Program.

F. Reemployment Services and Eligibility Assessment (RESEA)
1. Funding Purpose
    a) Funds support programs for individuals receiving unemployment insurance (UI) benefits. The funds connect participants with in-person assessments and reemployment services through the Local Area. The program helps participants return to work faster.
2. Required Program Elements
    a) Reference the applicable PGL and Funding Provisions for further program Resource and policy guidance.

G. WIOA Title I Adult and Dislocated Worker
1. Funding Purpose
    a) Funds establish a One-Stop Delivery System for Adults and Dislocated Workers, described in WIOA section 121(e); and provides career and training services through the One-Stop

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Delivery System. Funds also support development of relationships and networks with large and small employers and their intermediaries; and develops, convenes, and implements industry or sector partnerships.

b) Required Program Elements

(1) The Local Area shall refer to 20 CFR §680 et. seq. for required services and activities, WIOA, Ch. 3, § 134 (c and d), TEGL # 19-16, or as amended and other applicable TEGLs, and applicable PGLs for further program Resource and policy guidance.

H. WIOA Title I Youth

1. Funding Purpose

a) Funds provide eligible youth with employment and training services based on an objective assessment of the academic levels, skills levels, and service needs of each participant described in WIOA § 129(a).

2. Required Program Elements

a) The Local Area shall refer to 20 CFR §680 et. seq. for required services and activities, WIOA, Ch. 3, §129 c.(2 and 3), TEGL #21-16 or as amended and other applicable TEGL's, and applicable PGLs for further program and policy guidance.

I. WIOA Title I 25% Funds Reserved By The Governor

1. Funding Purpose

a) 25% funds may be used for, but are not limited to, Rapid Response Resources, Sector Partnerships initiatives, Regional Planning initiatives, and other services and activities as described in WIOA Title I1, §134, Use of Funds for Employment and Training Activities, and applicable PGL's that shall provide further program and policy guidance.

2. Required Program Elements

a) Required Program Elements are defined in WIOA Title 1, §134, Use of Funds for Employment and Training Activities, and applicable PGL's for further program and policy guidance.

J. Trade Adjustment Assistance (TAA):

1. Funding Purpose

a) The Trade Adjustment Assistance (T AA) Program provides a variety of reemployment benefits for workers who have lost

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

their jobs due to foreign competition and their company has been certified as being trade impacted by the US Department of Labor (USDOL) ('trade-affected worker'). Possible benefits include retraining, job search assistance, relocation assistance, extensions of Unemployment Insurance (UI) benefits and/or a wage subsidy if the individual is 50 years of age or older and starts a full time job that pays less than the trade certified employment.

2. Required Program Elements
    a) In coordination with the State's TAA Program staff, the Local Area shall deliver approved services to trade-affected workers that includes:
        (1) Assistance: Assistance for each trade-affected worker in applying for a determination of entitlement to receive TAA program benefits and in registering each applicant in Connecting Colorado, and
        (2) Provide Services: Provide counseling, testing, placement, and supportive and other services required under any other applicable federal law or workforce program to all trade-affected workers. The Local Area shall refer to applicable PGLs for further program and policy guidance.

K. Foreign Labor Certification
    1. Funding Purpose
        a) Funds cover personnel and benefits costs and mileage reimbursement associated with performing Housing Inspections and/or other Labor Certification activities in compliance with the rules and regulations covering the Foreign Labor Certification Program. Costs may be attributed to activities in support of tasks described in 20 CFR Part 654 Subpart E, Housing for Agricultural Workers and/or 29 CFR 1910.142, Temporary Labor Camps.
    2. Required Program Elements
        a) Housing Inspections and/ or other Labor Certification activities may include, but are not limited to, the following:
            (1) Job Orders: Entering position in Connecting Colorado. Maintenance of job order, follow up with employer and continue to screen and refer applicants. All job orders are staff-assisted·only. May assist applicants

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

with the application process, and interpret if necessary. Job orders may be open for up to 8 months due to 50% requirement. Printing out full job order for clients.

(2) Housing Inspections: Preparation of paperwork for the housing inspection, providing documents to the employer. Follow up and re-inspection, if needed, perform physical inspection on new units, and other inspection activities.

(3) Staff Time: Conduct routine field and sanitation checks (MSFW Outreach Workers are required to go out at least once a season to H2A employers) including Preparation of outreach logs, Wage surveys, Process complaints, Conduct pesticide training if requested, Inspection of public housing, Recruitment of qualified applicants through outreach activities, and Attend Program-related Training.

b) Allowable Costs: Allowable costs are those personnel/benefits and mileage costs associated with carrying out the Program Activities above.

L. Employment Support Fund (ESF) and Workforce Enterprise Fund: Funding is authorized provided under C.R.S. §8-77-109 Establishment of the Employment Support Fund (ESF) for use by the Colorado Department of Labor and Employment,- Division of Employment and Training, and C.R.S. §8-83 Workforce Development Part 1 Division of Employment and Training; and C.R.S. §8-83-104 State Employment Service. In addition, funding is provided under HB24-1409: Employment-Related Funding & Workforce Enterprise and set forth at § 8-83-107, C.R.S. as the Workforce Enterprise Fund (WEF).

1. Funding Purpose
   a) Funds may be used to carry out employment and training activities in the Local Area and to support workforce center operations.
2. Allowable Costs
   a) Allowable costs shall be reasonable and necessary for workforce center operations and employment and training activities which include, but are not limited to: building overhead and operating costs; indirect and administrative costs; core services, career services, supportive services,

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

and training services for participants; staff development; information technology initiatives that benefit workforce development programs; leverage and match for other workforce development programs in the Local Area; leasehold improvements and/or the costs of moving a workforce center to a new location and other employment service activities, such as:

(1) job search and placement services to job seekers including counseling, testing, occupational and labor market information, assessment, and referral to employers;
(2) appropriate recruitment services and special technical services for employers;
(3) evaluation of programs;
(4) developing linkages between services funded under the Wagner Peyser Employment Service Act and related Federal or State legislation, including the provision of labor exchange services at educational sites;
(5) providing services for workers who have received notice of permanent layoff or impending layoff, or workers in occupations which are experiencing limited demand due to technological change, impact of imports, or plant closures;
(6) developing and providing labor market and occupational information; and,
(7) administering the work test for the State unemployment compensation system and providing job finding and placement services for unemployment insurance claimants. ESF funds may cover all of the allowable costs cited in the regulations and guidelines covering the Workforce Innovation and Opportunity Act. Expenditures of ESF funds may be used as stand-in costs required by other Federal grants provided under the Agreement.
(8) Special initiatives approved by the WEF Board, its members, and the Division of Employment and Training.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

M. State Legislated Funding For Employment and Training Programs: Other State legislated programs for workforce development delivered through the Local Area may exist from time to time. Matters of funding purpose, allowable costs, and program guidance will be determined in consultation with the relevant legislation as required.

VII. Grant Activities to Support Objective

A. Statewide Participant Enrollment Goals: Actively coordinate with the CDLE in establishing specific participant enrollment targets equitable to allocated funding for the Local Workforce Area.

B. Data Access and System Connectivity: The Local Area, at its own expense, shall maintain computer equipment and system connectivity to access Connecting Colorado, (or other workforce case management system or financial systems that the State may utilize for reimbursement to the Local Area), and other Local Area applications and systems

C. Access and Computer System Connectivity: The Local Area shall ensure sufficient system connectivity for all Local Area, State, and One-Stop Partner staff (as needed), and Subrecipient employees, within seventy-two (72) hours of hire. The Local Area shall be responsible for maintaining connectivity, at minimum, to Connecting Colorado, and other Local Area databases and software systems.

D. System Support and Training: The Local Area shall provide comprehensive training for all Local Area, and One-Stop Partner staff, and Subrecipient employees who are collocated in the Local Area One-Stop centers. The Local Area shall also be responsible for providing system support to ensure ongoing connectivity and access needed for optimal operations.

E. Connecting Colorado (or its successor): Utilize Connecting Colorado, or its successor, as the official participant information system of record, and support the Local Workforce Area's allocable cost pursuant to §IV.E. of this Agreement.

F. Data Exchange: Maintain or enter into a State of Colorado Data Access, Sharing, or Exchange Agreement with The Colorado Department of Labor and Employment, Division of Employment and Training and the Local Area shall enter into data exchange contracts directly with other One Stop partners or partner programs, as needed, maintaining industry standards for security and confidentiality of data.

G. Workforce Colorado Co-Branding: Incorporate the Workforce Colorado brand across all applicable platforms, materials, and service delivery points, including but not limited to: physical locations, digital properties, outreach and marketing materials, employer engagement tools, and customer-facing communications. In doing so, thus adhering to all branding guidelines, standards, and policies issued by the CDLE, including any updates or

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

modifications thereto. These requirements shall also be extended to any subsequent contractor, subcontractor, or subrecipient of allocated funding from this agreement and be monitored by the Local Workforce Area to ensure compliance. Additionally, the Local Workforce Area shall develop and submit to the CDLE a formal Co-Branding Implementation Plan within a timeframe established by the CDLE. That plan must outline the strategy, milestones, and a timeline for achieving full implementation of all required co-branding elements. All required components of the co-branding strategy are required; partial or selective implementation shall not be considered sufficient for compliance. Full implementation of the Workforce Colorado co-branding requirements must be completed no later than one (1) year from the effective date of this Agreement, or as otherwise directed by the CDLE.

VIII. Reporting

A. Reporting Criteria & Methodology

1. The Local Area shall refer to the applicable PGL for guidance on the requirements of each report listed below. The State may change report due dates or requirements upon advance notice to the Local Area.
    a) Current Expenditure Reports: On a monthly basis, the Local Area shall report expenditures to the State. Reports are due to the State no later than the 21st calendar day of the following month (or such other time as the State may designate).
    b) Accrual Reports: On a quarterly basis, the Local Area shall report accruals for costs incurred and billed in the current quarter but not yet reimbursed by the State. Reports are due on the 21st day of the month following the end of the quarter, or as designated by the State.
    c) Future Obligation Reports: On a quarterly basis, the Local Area shall make a written report of obligations to the State. Reports are due on the 21st day of the month following the end of the quarter, or as designated by the State.
    d) Stand-In Costs/Leveraged Resources/Match Reports: On a quarterly basis, the Local Area may be required to make a written report on leveraged resources or matching costs to the State, should one or more grants require this. If required, reports are due to the State no later than the 21st calendar day of the month following the end of each quarter, or as designated by the State.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Reports of stand-in costs are required on an annual basis and are due to the State no later than June 30th for the preceding year.

e) Quarterly Reporting of Special Initiative Projects: The Local Area shall provide to the State no later than the 30th calendar day of the month following the end of each quarter, or as designated by the State, a written report summarizing the progress of any special initiative grant project currently in operation.

f) Annual Report: On a date as may be designated by the State from time to time, following the end of each Program Year, the Local Area shall provide to the State an Annual Report summarizing the progress or achievement of the Local Area in meeting its performance outcomes.

B. Reporting Schedule

1. Date of 1st quarterly report: no later than October 21, 2026 for fiscal reports and October 31, 2026 for programmatic reports
2. Date of 2nd quarterly report: no later than January 21, 2027 for fiscal reports and January 31, 2027 for programmatic reports
3. Date of 3rd quarterly report: no later than April 21, 2027 for fiscal reports and April 30, 2027 for programmatic reports
4. Date of 4th quarterly report: no later than July 21, 2027 for fiscal reports and July 31, 2027 for programmatic reports
5. Date of annual reports: no later than June 30, 2027 for stand-in costs and July 31, 2027 for the Annual Report

IX. Reimbursement Requests and Payments

A. This is a cost reimbursement grant. Reimbursements to Grantee shall be made in accordance with the provisions of §5 of the Grant Agreement and Exhibit A, §IX. Advanced payments have not been authorized for this grant.

B. Grantee shall submit monthly reimbursement requests that detail expenses with justification based on the approved budget by the 21st of the month following the month of expenditures. The reimbursement requests should clearly detail the actual approved costs related to the grant incurred during the time since the last reimbursement request was submitted. If there have been no incurred expenses for a given month, then a reimbursement request is not required for that month. Initial reimbursement request may not be dated prior to the effective date of this agreement. No reimbursement will be made for expenditures that occur prior to the effective date of this agreement.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

C. Reimbursement requests must include an expenditure report, typically generated from financial tracking software, to include, where appropriate and relevant: time sheets/timecards, staff/employee time allocation forms, payroll reports from "official" payroll system or system of record, proof of purchases, itemized receipts, detailed account of all related expenses, related grant project objective & date of expenditure, or any other documentation that CDLE shall request in its sole discretion. Such supporting documentation shall be considered part of the Grantee Records and shall be kept for the duration of the Record Retention Period §7 of this Agreement.

D. Reimbursement Requests shall be submitted to the Google and/or Box Folder designated to the Local Area specific for this grant award for review. If CDLE E&T staff approves the request, it will submit it to CDLE Controller's/Finance Office for review, approval, and payment. All reimbursement requests shall contain this grant agreement number.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Exhibit B, Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

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

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if Agreement will be routed to OSC for approval]

Option Effective Date:_____

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Exhibit C, Sample Grant Funding Change Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name]

Grantee UEI

[Insert Grantee's Unique Entity Identifier]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for all State Fiscal Years [$0.00]

Grant Funding Change Letter Number

[Insert CMS Number or Other Agreement Number to this Change Letter]

Original Agreement Number

[Insert CMS Number or Other Agreement Number of the Original Agreement]

Grant Funding Change Letter Agreement Number

[Insert CMS or Other Agreement Number of this Funding Change]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

1. **Grant Funding Change**

   In accordance with **§[Insert Section Number]** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

   A. The funding available for State Fiscal Year [20xx] is [Increased/Decreased] by [$Amount] of Change, because [Insert Reason For Change.]

   B. The total funding available for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. **Terminology**

   All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. **No Order for Work**

   This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. **Grant Funding Change Letter Effective Date:**

   The effective date of this Grant Funding Change Letter is upon approval of the State Controller or [Month Day, Year] , whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[Insert Name of Agency or IHE]

[Insert Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

_____

By: [Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Amendment Effective Date: _____

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Exhibit D, Budget

The Budget for this agreement shall be supplied in approved Work Plans that are incorporated into this agreement upon execution of State-approved modification documents.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

Exhibit E, 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.

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. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

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. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

2.1.7. "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.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "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.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "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.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "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.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

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. Subrecipient 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 Subrecipient 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 Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

5. Total Compensation.

5.1. Subrecipient 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, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient 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 Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for 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.

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

7.2. The procurement standards in §9 below are applicable to new Awards made by 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. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

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

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

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

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

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

section must be included in all subawards including all contracts 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.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during 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.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient 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.

10. Access to Records.

10.1. A Subrecipient shall permit 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 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 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 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 $1,000,000 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. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

Docusign Envelope ID: 141089FD-E85F-8132-833B-7E7CFFBA7184

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For agreements with Subcontractors – Include the terms in the Agreement Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. 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. 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 Subrecipient 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 with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination

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conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. 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

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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Exhibit F-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

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

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

Signature: Mark Johnston

Printed Name: Mark Johnston

Title: Director

Date: June 4, 2026

Certificate Of Completion

Envelope Id: 141089FD-E85F-8132-833B-7E7CFFBA7184
Status: Sent
Subject: Complete with Docusign: Larimer-LAEnT_10610_CTGG1 KADA 2027-0381_BY27
Company:
Contract Number: 10610_CTGG1 KADA 2027-0381
Source Envelope:
Document Pages: 66
Signatures: 3
Envelope Originator:
Certificate Pages: 7
Initials: 7
James Ponder
AutoNav: Enabled
james.ponder@state.co.us
EnvelopeId Stamping: Enabled
IP Address: 156.108.172.100
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Record Tracking

Status: Original
6/2/2026 10:43:20 AM
Holder: James Ponder
james.ponder@state.co.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp

Signer Events	Signature	Timestamp
James Ponder james.ponder@state.co.us CCard Program Administrator PCS - State of Colorado (CDLE) Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 156.108.172.100	Sent: 6/2/2026 11:34:40 AM Viewed: 6/2/2026 11:35:55 AM Signed: 6/2/2026 11:37:07 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Leepoh Francis leepoh.francis@state.co.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:100e:a023:93ed:5479:3209:b2e0:5e38	Sent: 6/2/2026 11:37:11 AM Viewed: 6/2/2026 12:47:34 PM Signed: 6/2/2026 12:47:52 PM
Electronic Record and Signature Disclosure: Accepted: 11/22/2021 11:17:44 AM ID: 94b8e57a-304c-4d79-8583-54318fc74a79		
Renee Rita Kennedy Reneerita.kennedy@state.co.us PCS Director Colorado Department of Labor and Employment Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.16.133.52 Signed using mobile	Sent: 6/2/2026 12:47:55 PM Viewed: 6/2/2026 12:53:43 PM Signed: 6/2/2026 12:53:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Joslynn Hilliard joslynn.hilliard@state.co.us Approved Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 156.108.172.100	Sent: 6/2/2026 12:53:58 PM Resent: 6/3/2026 6:35:14 AM Viewed: 6/3/2026 8:37:59 AM Signed: 6/3/2026 8:45:32 AM
Electronic Record and Signature Disclosure: Accepted: 6/30/2021 4:28:10 PM ID: 7c83ebb3-c029-46a3-8126-07745ca35f85		

Signer Events	Signature	Timestamp
James Newby james.newby@state.co.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.127.190.254	Sent: 6/3/2026 8:45:36 AM Viewed: 6/3/2026 10:18:01 AM Signed: 6/3/2026 10:19:33 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:18:01 AM ID: 4eb4a077-331f-465c-82b6-ca722821faac		
Petra Chavez petra.chavez@state.co.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 156.108.172.100	Sent: 6/3/2026 10:19:36 AM Viewed: 6/3/2026 11:08:33 AM Signed: 6/3/2026 11:09:26 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 11:08:33 AM ID: af7928f6-5ee6-4014-90eb-09a1348a5ea9		
Todd Wolf todd.wolf@state.co.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:282:237d:3ed0:c182:daab:40f3:f7f6	Sent: 6/3/2026 11:09:31 AM Viewed: 6/3/2026 11:23:17 AM Signed: 6/3/2026 11:23:27 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 11:23:17 AM ID: b9e45346-5899-42ef-bdb4-e45fb220144a		
Nina Holland nina.holland@state.co.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:282:1e80:c730:801:8f40:4396:d987	Sent: 6/3/2026 11:23:31 AM Viewed: 6/3/2026 11:37:38 AM Signed: 6/3/2026 11:37:59 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 11:37:38 AM ID: af14f5b8-8f42-40a1-97fb-b836374eef71		
Mark Johnston johnstma@co.larimer.co.us Director Larimer County Economic & Workforce Development Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.93	Sent: 6/3/2026 11:38:03 AM Viewed: 6/3/2026 11:39:30 AM Signed: 6/4/2026 2:46:23 PM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 11:39:30 AM ID: 388f9345-ef90-4c6c-8628-f1134414ffc7		

Signer Events	Signature	Timestamp
Frank Haug haugfn@co.larimer.co.us Asst. County Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2026 2:52:37 PM ID: fb514e3a-2af7-4b39-95ab-ecb0ae32582b	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.10.114	Sent: 6/4/2026 2:46:27 PM Viewed: 6/4/2026 2:52:37 PM Signed: 6/4/2026 2:54:14 PM
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kelly Folks kelly.folks@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/25/2022 9:16:47 AM ID: 3da9bf25-096c-4cd3-8208-52f0cc15467a		
Joel Knotts joel.knotts@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Alexander Fink alexander.fink@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2026 11:31:08 AM ID: 4df08fb3-e7b5-46ba-978c-e750f57ef5a1		
James Ponder james.ponder@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Amanda Aquino aquinoan@co.larimer.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2026 2:54:52 PM ID: aaf11ba3-767d-4dee-8136-6d63bc15bd33		Sent: 6/4/2026 2:54:17 PM Viewed: 6/4/2026 2:54:52 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2026 11:34:40 AM
Envelope Updated	Security Checked	6/3/2026 6:35:11 AM
Envelope Updated	Security Checked	6/3/2026 6:35:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, OIT – CDLE (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact OIT – CDLE:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bailey.eirish@state.co.us

To advise OIT – CDLE of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bailey.eirish@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from OIT – CDLE

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bailey.eirish@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with OIT – CDLE

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bailey.eirish@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify OIT – CDLE as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by OIT – CDLE during the course of your relationship with OIT – CDLE.

Agreements

Item Name:
Document Title: Professional Services Agreement (P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG)
Submitted by: Jenna Cifala, Purchasing Contract Coord for Lori Hodges
Department: Office of Emergency Management
Description: Under this agreement the vendor will perform wildfire mitigation treatments on private properties to reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant. These mitigation services will be performed within the Home Ignition Zone within four communities in the Red Feather Lakes area of Northern Colorado.
Term: 06/10/2026-06/09/2027 (with the option to renew through 08/31/2029)
Named Parties: Board of County Commissioners of Larimer County, Colorado AND Summitt Forests Inc.
Total Dollar Amount: up to $1.6M will be used for these projects (split between this contract and the other HIZ contract)

Attachments:

1.	PSA (P26-06 Home Ignition Zone (HIZ) Wildfire Mitigation Services_Summitt) vendor signed	PSA (P26-06 Home Ignition Zone (HIZ) Wildfire Mitigation Services_Summitt) vendor signed.pdf

LARIMER COUNTY, COLORADO

Professional Services Agreement
(P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG))

THIS AGREEMENT is made by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521 ("County"), and Summitt Forests Inc., located at 2305 Ashland St. Ste. 104 PMB 432, Ashland, OR 97520 ("Contractor"). County and Contractor agree to the following terms and conditions:

1. TERM

a. Initial Term. The initial term of this Agreement shall be from June 10, 2026 through and including June 9, 2027 ("Initial Term"), unless sooner terminated as provided for in this Agreement.

b. Extension Terms. County may, at its sole option, extend the term of this Agreement beyond the Initial Term for additional one-year terms through August 31, 2029, under the same terms provided for herein (each such period being an "Extension Term"). County shall notify Contractor of its election for an Extension Term(s) as provided for in §6.

c. Early Termination for Convenience of County. County may, at its sole option, terminate this Agreement at any time for its convenience and without cause. Upon receipt of such notice, Contractor shall be subject to this subsection and §5(a)(i).

i. County shall provide Contractor written notice of such termination in accordance with §6, and such notice shall specify the effective date of the termination.

ii. If County terminates for convenience, Contractor will be paid for Work completed and unpaid prior to the effective date of termination as follows:

1. Lump Sum Contracts: The percentage of the total lump sum fee that represents the ratio of Work completed to the total amount of Work;
2. Cost Plus Fixed Fee Contracts: Incurred cost of actual Work performed plus a percentage of the fixed fee that represents the ratio of Work completed to the total amount of Work;
3. Specific Rate of Compensation Contract: Incurred cost of actual Work performed;
4. Per Unit of Work Contract: The cost of each completed unit of Work and/or a percentage of each partially completed unit of Work.

iii. In no event shall County be liable for costs incurred by Contractor after the specified termination date, including but not limited to anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or post-termination overhead or unabsorbed overhead.

2. STATEMENT OF WORK

a. The Contractor shall provide the County with Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG) on an as-needed basis. A more detailed summary of the work which may be requested under this agreement along with the associated requirements is included in Exhibit A attached hereto.

b. When a property is ready to be serviced, a Work Order will be generated by County and provided to Contractor (see §5 of Exhibit A). No Work shall begin on any project until a Work Order specific to the project is fully executed.
c. Contractor shall perform all the services, including delivery of any goods and services relating to such goods, as described in each individual Work Order (the "Work") and shall do so in accordance with the provisions of this Agreement.

3. PAYMENT

a. All charges, prices, fees, and discounts related to the Work are set forth in the price schedule attached hereto as **Exhibit B** (the "Price Schedule").

b. Each Work Order will include a cost breakdown of the Work to be performed for the specific project which aligns with the rates set forth in Exhibit B, along with a maximum cost/not-to-exceed amount to complete the Work. In no event shall County be liable to pay any money more than the stated total maximum cost for the Work unless County agrees otherwise in writing.

c. Contractor shall initiate payment requests by invoice to County in the amounts, form and manner stated on **Exhibit B**.

d. Within thirty (30) days of its receipt of a complete and proper invoice, County shall pay the invoice so long as the amount invoiced correctly represents Work completed by Contractor in compliance with the terms of this Agreement. Payment of any invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement. Prior to payment, County reserves the right to require such additional documentation that it reasonably deems necessary to support invoices and payments to Contractor. In such event, payment deadlines shall be tolled and non-payment pending receipt and review of such additional documentation shall not constitute a breach by County.

e. Contractor agrees that all invoices shall be exclusive of all excise, sale, use and other taxes for which County is exempt. Upon request, County shall provide Contractor a tax-exempt certificate or other similar form demonstrating its tax-exempt status.

f. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County.

4. BREACH

a. The failure of either party to perform any of its obligations in accordance with this Agreement, in whole or in part, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

b. In the event of a breach, the non-breaching party shall give written notice of the breach to the other party in accordance with §6. If the notified party does not cure the breach within 30 days after the effective date of the notice pursuant to §6, the non-breaching party may exercise any of the remedies as described in §5 for that party. Notwithstanding any

provision of this Agreement to the contrary, County may immediately terminate this Agreement for convenience and without cause as provided in §1(c) without prior written notice and without a cure period.

5. REMEDIES FOR BREACH

a. County Remedies. If Contractor is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, County may terminate this Agreement or any portion of this Agreement, or in its sole discretion choose one or more of the following remedies: Withhold payment to Contractor until Contractor cures its breach; or suspend Contractor's performance, pending corrective action by Contractor, with respect to all or any portion of the Work, which may include immediate removal from the Work of any Contractor's employees, agents or subcontractors whom County deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable with respect to the Work.

i. If County terminates this Agreement, Contractor shall take all actions necessary to carry-out the termination on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of County and shall include, without limitation, the following:

1. Halting performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
2. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
3. Terminating all existing orders and subcontracts in a manner that minimizes liability to the greatest extent feasible under the circumstances;
4. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
6. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
7. Taking such action as may be necessary, or as County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

ii. Contractor shall be liable to County for any damages sustained by County in connection with any breach by Contractor, and County may withhold payment to Contractor for purposes of mitigating damages and losses sustained by County in connection with any breach by Contractor.

b. Contractor Remedies. If County is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, Contractor may terminate this Agreement and shall have all remedies available by law and equity.

c. No Binding Arbitration. Larimer County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement, whether expressly stated or by incorporation, shall be null and void. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

6. NOTICE & REPRESENTATIVES

a. All notices required or permitted under this Agreement shall be in writing and delivered in person, by certified or registered mail, or via email with read-receipt requested to the following designated party representatives ("Contract Administrator"):

i. If to County: Lori Hodges
4872 Endeavor Drive
Johnstown CO 80534
lori.hodges@larimer.gov
970-619-4900

ii. If to Contractor: Scott Nelson
2305 Ashland St. Ste. 104 PMB 432
Ashland, OR 97520
summittforests@gmail.com
541-535-8920

b. County's Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

c. Notices delivered in person or by certified or registered mail are effective upon delivery. Notices sent via email are effective upon receipt as evidenced by read receipt.

7. LIABILITY

a. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to County under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

b. General Liability & Intellectual Property Indemnification.

i. Contractor shall be responsible for and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, that are attributable to the negligence or fault of Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement; and

ii. Contractor shall indemnify and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

c. Duty to Defend. Contractor shall defend the County, its employees, officials, and agents, by attorneys and other professionals reasonably approved by them against any claims, suits, actions or proceedings related to the losses, liabilities, and indemnity set forth in §7(b)(i) and (ii) above. In no event shall any matter be settled without prior approval by the County.

d. Insurance. Contractor shall obtain, and maintain continuously for the term of this Agreement, at its expense, the insurance types and amounts set forth in **Exhibit C** attached hereto. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.

e. No Pledge of Credit or Aid to Corporations. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, County shall not indemnify or hold harmless Contractor or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to County to any amount other than the actual direct and indirect damages to County, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

8. GENERAL PROVISIONS

a. Independent Contractor. Contractor is an independent contractor and under no circumstance will Contractor or any agent or employee of Contractor be deemed an employee of County. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County, and Contractor is solely responsible to provide such benefits at its sole cost.

b. No Assignment. All rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent by the other party, and any such transfer or assignment shall subject the transferee/assignee to all provisions of this Agreement.

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

d. Not Exclusive. Contractor is not guaranteed any work except as expressly stated herein, and this Agreement does not create an exclusive contract for the Work.

e. Choice of Law, Jurisdiction and Venue. Colorado law shall be applied in the interpretation, execution and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado.

f. Contractor's Records. Contractor shall maintain a file of all documents, records, communications, notes, accounting records and other materials relating to the Work,

including documents, records, communications, notes, and other materials related to the Work performed by subcontractors or agents (collectively the "Contractor's Records"), for a minimum of three (3) years from the date of final payment to Contractor under this Agreement. During performance of the Work and for the required record retention period, Contractor shall permit duly authorized agents and employees of County to enter Contractor's offices to inspect, review, copy, examine, and/or audit Contractor's Records at all reasonable times with a minimum of two (2) business days' notice from County.

g. Debarment. Contractor certifies by signing this Agreement that neither Contractor, the organization, nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the System for Award Management (SAM) exclusions list maintained by the General Services Administration (GSA).

h. Authority. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.

i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of County and Contractor and nothing herein shall be construed as giving any benefits, rights, remedies, or claims to any other person or entity. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to County and Contractor. Any services or benefits which third parties receive as a result of this Agreement are incidental.

j. Public Records. County is subject to the Colorado's Open Records Act ("CORA") and Contractor acknowledges that this Agreement is disclosable to the public pursuant to CORA. Additionally, Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to CORA, and County will release any such records per the requirements of CORA. County shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.

k. Laws and Regulations. Contractor shall strictly comply with all applicable federal, state, and local laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.

l. Ownership of Work Product. The tangible and intangible products of the Work performed under this Agreement, including but not limited to documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, pictures, negatives, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work ("Work Product"), are intended to be works made for hire and shall be solely owned by County. Contractor assigns to County all right, title, and interest to all Work Product, and agrees to cooperate and execute any documents in furtherance of County securing and/or protecting its intellectual property rights related to the Work Product. Work Product does not include any material developed by Contractor prior to the effective date of this Agreement that is used, without modification, in performance of the Work.

m. Counterparts and Signatures. This Agreement may be executed in several identical counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures and signatures transmitted via portable document format (PDF) shall be considered as original signatures.

n. Use of Federal Money. Federal monies are being used to fund all or a portion of the Work, and therefore all contract provisions set forth in **Exhibit D**, attached hereto, are fully incorporated into this Agreement.

o. Signature Authority: This Contract shall not be valid unless it has been approved and signed by someone authorized by Larimer County Administrative Policy and Procedure 100.2N. This Contract may be executed in two or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq. If this Contract is electronically signed it (a) is considered a "writing" or "in writing," (b) is deemed for all purposes as physically "signed," (c) is deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business, and (d) satisfies any legal formalities requiring that agreements be in writing. Neither party will contest the admissibility of copies (or printed versions) of this Agreement under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis that the Agreement was originated, signed or maintained in electronic form. Other than an original hand-written signature or an electronic signature of the same formality used to originally execute this Agreement, no other communication between the parties (such as email, voice mail or fax without a signature) will be construed as a signature to this Agreement (or any amendments to it or waiver of it).

p. Data Breach: During the course of Contractor's performance of the Contract, the Contractor may be required to store or control the transmission of electronic data provided by the County ("County Data"). The Contractor represents and warrants that:

   i. It will take all reasonable precautions to maintain all County Data in a secure environment to prevent unauthorized access, use, or disclosure, including industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing County Data;

   ii. Its collection, access, use, storage, disposal and disclosure of County Data shall comply with all applicable data protection laws, as well as all other applicable regulations and directives;

   iii. It will notify the County of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it, including but not limited to breaches of Contractor's computer, information, email, financial or other systems;

   iv. The Contractor will provide the County sufficient information for the County to satisfy its legal and regulatory notice obligations, and upon notice, County shall have the authority to direct Contractor to provide notice to any potentially impacted individual or entity, at Contractor's expense, and Contractor shall be liable for any resulting damages to County; and

   v. It will promptly return or destroy any County Data upon request from the County Representative.

   vi. Contractor's indemnification obligations identified elsewhere in this Contract shall apply to any breach of the provisions of this Paragraph.

q. Warranty: The Contractor warrants and represents that it shall perform services in a timely, competent, and professional manner, and that all products and/or services furnished hereunder: (1) will conform in all respects to the terms of the contract documents, including any drawings, specifications or standards incorporated herein; (2)

are in good working order and condition; (3) are free from defects in design, materials, and workmanship; and (4) are merchantable and fit for their particular purpose. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S. Title 4, relating to implied and express warranties are incorporated herein, in addition to any warranties contained in the contract documents.

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

s. Digital Accessibility: Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et. seq.; and the Colorado Anti-Discrimination Act, C.R.S. 24-34-401 et. seq., as amended; and the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101 et. seq., C.R.S. § 24-34-802 and C.R.S. § 24-85-103. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with 8 CCR 1501-11, and version 2.1 Level AA of the Web Content Accessibility Guidelines (https://www.w3.org/TR/WCAG21/#background-on-wcag-2) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Contractor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

t. Invoices: Unless a shorter time period is stated in another provision of the Contract, all invoices from the Contractor to County requesting payment for services/goods provided must be received by County sixty (60) days following the month in which such services/goods were provided or conducted. Failure to ensure that the County receives such invoices within this period of time shall result in all payment obligations associated with such services/goods identified in the delinquent invoice(s), even if reinserted or reclaimed in another invoice, being waived and County shall have no obligation to pay for such services/goods.

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By:_____
Chair DATE

Attest:_____
Deputy Clerk

CONTRACTOR

By: _____ 6/9/26
Signature DATE

Printed Name: Scott NELSON

Approved as to form:

_____ June 4, 2026
Assistant County Attorney

EXHIBIT A

Scope of Work

1. **PROJECT OVERVIEW.**
   1.1. Contractors shall perform wildfire mitigation treatments on private properties on an as-needed basis as further set forth herein. Said wildfire mitigation treatments will reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant.
   1.2. **Project Communities.** Wildfire mitigation treatments performed by Contractor will generally take place within the Home Ignition Zone (HIZ) within the following four (4) communities in the Red Feather Lakes area of Northern Colorado:
      1.2.1. *Cherokee Meadows: ~50 properties*. The Cherokee Meadows Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.2. *Poudre Canyon: ~460 properties*. The Poudre Canyon Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.3. *Glacier View: ~1200 properties*. The Glacier View Community Wildfire *Protection* Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.4. *Crystal Lakes: ~800 properties*. The Crystal Lakes Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
   1.3. Up to 400 properties across all four (4) communities will be treated in total. Scope of work for each property will be identified in cooperation with the property owner, and in accordance with a standardized HIZ assessment performed separate from this Agreement through the Wildfire Partner Program. This work will complement the efforts of the Larimer County Sheriff's Office (LCSO) Emergency Services Wildfire Partners program to strengthen overall community wildfire preparedness and resiliency.
   1.4. Eligible work may include, but is not necessarily limited to removal of combustible ground cover, removal of dead vegetation, removal of combustible debris from hardscape/softscape areas, brush and shrub thinning, ladder fuel removal, tree limbing, small tree removal, selective tree thinning, removal of dead and down material, chipping and compliant on-site dispersal, mowing, and haul-off or disposal of woody biomass generated by the Work
   1.5. **There is no guaranteed minimum amount of work to be ordered**.

2. **WORK DETAILS.** The Contractor at a minimum, will provide, perform, and/or furnish the following:
   2.1. Conduct wildfire mitigation treatments, generally within Zone 1-3 of the HIZ as defined by the Colorado State Forest Service (see:chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://csfs.colostate.edu/wp-content/uploads/2021/04/2021_CSFS_HIZGuide_Web.pdf)
   2.2. A county project manager will provide a work plan (scope of work) for each job.
   2.3. Contractor must implement the approved work plan within the timeframe requested for each individual job.

2.4. Contractor will provide all materials and equipment necessary to conduct HIZ Mitigation work outlined in the work plan.
2.5. Services will only be performed on properties that have already received a HIZ assessment via the LCSO Wildfire Ambassador Program or another County-approved entity.
2.6. Services will only be performed on properties for which Larimer County has an executed Right-of-Entry form.
2.7. Contractor must remove all biomass from site, unless otherwise directed by county project manager.
2.8. Contractor must provide evidence showing work was completed to the provided standards and approved mitigation plan, including a description of work performed and "before and after" photographs, using templates provided by county project manager.
2.9. All information shared with the Contractor, including but not limited to, completed HIZ assessments and homeowner contact information must not be shared with third parties at any time (the information is confidential).
2.10. Contractor must be appropriately licensed and insured.
2.11. The Contractor will conduct all operations in a timely manner and in accordance with the approved Work Order.

3. **SCHEDULE & AVAILABILITY.**
3.1. Contractor will coordinate with Larimer County and its contracted entities/partners to provide wildfire mitigation services on qualifying properties as-needed throughout the contract period.
3.2. Contractor must be available to respond to urgent requests or changes from Larimer County immediately (within 2 hours). Contractor must be available to respond to general administrative requests from Larimer County within 72 hours.
3.3. Flexibility is required by all parties to accommodate seasonal and weather-related adjustments to fieldwork.
3.4. Contractor will respond promptly to requests to address any issues as they arise.

4. **PRELIMINARY OPERATIONAL STANDARDS.**
4.1. **Equipment**
4.1.1. All vehicles and motorized equipment must utilize effective manufacturer certified spark arrestors and muffler systems.
4.1.2. Each vehicle must have a Class A 10 lb. fire extinguisher and a minimum of one (1) fire tool per cutting crew member.
4.1.3. Contractor shall remove its equipment from the work site at the end of each day unless otherwise approved by the County project manager. In the event approval is given to leave equipment onsite, Contractor shall stage the equipment in an orderly manner and as directed by the County project manager.
4.2. **Damage**
4.2.1. The Contractor will take all necessary precautions to protect the remaining forest, soils, and any improvements.
4.2.2. Any resources altered by the Contractor must be repaired to the pre-work condition prior to moving to new work areas.
4.2.3. Infrastructure such as fences, gates, or signs damaged by the Contractor will be repaired or replaced by the Contractor at Contractor's sole expense. All such repairs/replacements shall be completed by the job completion deadline set forth in the applicable Work Order (as may be amended) unless otherwise agreed by the parties.

4.2.4. Fuel, hydraulic fluid or other chemical spills will be reported to Larimer County and properly mitigated by the Contractor immediately.
4.2.5. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids will be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor.
4.2.6. Soil disturbance shall be as minimal as possible.
4.2.7. Ruts and/or depressions in the soil caused by Contractor equipment will be less than three inches deep or will be fixed by the Contractor.
4.2.8. No trash will be left by the Contractor and must be picked up daily.
4.2.9. Standard Construction Best Management Practice (BMP) for equipment maintenance, noise and dust abatement, worker protection, fire safety, etc. must be implemented during project activities.
4.2.10. All waste material associated with the project must be disposed of properly and not placed in identified floodways or wetland areas.
4.2.11. No open burning will occur.
4.2.12. Determination of damage is at the sole discretion of the Larimer County.

4.3. **Communications**

4.3.1. The Contractor will direct all communication concerning this project to Larimer County.
4.3.2. All issues and concerns raised by property owners and/or others shall be referred to Larimer County.

4.4. **Weed or Pest Prevention/Rehabilitation/Reclamation**

4.4.1. Prior to entering the project area, the undercarriage and tires of all trucks and equipment must be washed offsite to reduce the spread of noxious weeds from other projects.
4.4.2. Contractor shall follow Colorado State Forest Service best management practices for handling, transporting, and disposing of potentially beetle-infested pine material to reduce the spread of mountain pine beetle between project areas.
4.4.3. Larimer County reserves the right to inspect vehicles and machinery before they are brought onto the project site.
4.4.4. Machine operations should avoid driving through weed areas.
4.4.5. Reseeding is anticipated on landings, heavily disturbed skid trails, and where equipment exposes bare soil.
4.4.5.1. The requirement for such reseeding will be the decision of the Larimer County.
4.4.5.2. All disturbed areas including skid trails, landings, staging areas, etc. will be restored using native, weed-free seed, mulch, etc.
4.4.5.3. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through Larimer County prior to job start.
4.4.5.4. All seed mixes, straw, and hay materials used in re-vegetation must meet Colorado Weed-Free specifications.
4.4.5.5. Any and all reseeding must be done prior to the conclusion of the contract.
4.4.5.6. All reseeding activity shall be at Contractor's sole expense.
4.4.6. Restoration standards will be determined on a case-by-case basis and will be in accordance with best management practices.
4.4.7. In areas where soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be

implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

4.5. **Hazards**

4.5.1. The Contractor should leave the work site in a safe manner at the end of each workday, this includes leaving no hung trees, safely storing all fuel containers and equipment, and parking equipment in designated pre-determined locations.

4.5.2. Contractor shall perform all work in a safe, professional, and workmanlike manner, taking reasonable precautions to protect the health and safety of its employees, subcontractors, County personnel, property owners, residents, and any other persons who may be present on or near the work site.

4.6. **Restrictions**

4.6.1. Larimer County may suspend or limit operations in cases of extreme fire danger, excessive soil rutting, damage from mud/snowy conditions, excessive residual tree damage, road damage, or failure to meet contract specifications.

4.6.2. There shall be no smoking outside of vehicles.

4.6.3. Contractor shall take all reasonable and necessary precautions to prevent the ignition or spread of fire resulting from its operations, equipment, vehicles, tools, personnel, or subcontractors, including complying with all applicable fire restrictions, burn bans, and site-specific safety requirements.

4.7. **Inclement Weather**

4.7.1. Work may be halted or delayed in cases of severe weather.

4.7.2. It is possible that extreme snowfall may make some or all of the management units inaccessible.

4.8. **Operational Period**

4.8.1. The operational period begins as soon as the Work Order is approved.

4.8.2. The Contractor may work Monday through Friday. Contractor may only work weekends upon prior approval from the applicable property owner.

4.8.3. No work will be performed on holidays.

4.8.4. The work period is from 7:00 AM to dusk.

4.8.5. A detailed written Work Order will be agreed to between the Contractor and Larimer County.

5. **SCOPE DEVELOPMENT, WORK ORDER PROCESS, & COMMENCEMENT.**

5.1. *Scope Development*.

5.1.1. For each property selected to receive services (selection is made through an application process performed outside of this Agreement), County will work with the property owner to develop a final property-specific scope of work based upon the property's HIZ Assessment.

5.1.2. For each individual property treated, Larimer County will generally pay up to $4,000. The actual assistance amount for a selected property will be developed through the property-specific scope-development process and informed by the HIZ Assessment, the approved scope of work, contractor pricing and available program funds.

5.1.3. The property owner will sign the final property-specific scope of work to indicate approval of the work to be completed.

5.2. *Work Order*.

5.2.1. Once the scope is finalized and signed as set forth in §5.1, County will work with the Contractor to issue a Work Order. The Work Order will be a template provided by County. The scope of work developed by the property owner and County (see §5.1) will be included in the Work Order. Any HIZ mitigation work not included in the Work Order will only be completed upon agreement

between the property owner and Contractor. The County shall not be responsible for any services performed outside of a signed Work Orders.

5.2.2. The actual assistant amount allocated to a selected property (see §5.1.2) will be the not-to-exceed amount included in the Work Order for the applicable property. All work set forth in a Work Order shall be completed for an amount equal to or below the stated not-to-exceed amount.

5.2.3. In addition to a detailed scope of work and not-to-exceed amount, each Work Order will at a minimum include the service location/address, property owner name and contact information, timeframe in which to complete the Work, and pictures (if available).

5.2.4. The Work Order will be signed by County and Contractor.

5.3. *Commencement of Services*. After a Work Order is issued, Contractor shall contact the property owner to schedule the work period and shall complete the approved work within the timeframe set forth in the work order. When possible Contractor must conduct a brief on-site review of the approved scope with the property owner at the start of work, in order to support shared understanding of the work scope and to reduce the likelihood of misunderstandings during implementation. In the event the on-site review necessitates changes to the approved scope of work, prior to any work beginning an updated scope of work shall be signed by County and the property owner, and a change order to the Work Order must be completed.

EXHIBIT B

Price Schedule and Payment Terms

1. **RATES.** For Work performed pursuant to this agreement, Contractor will charge at the rates set forth in the Mitigation Pricing Tables shown on the following pages, but only up to the not-to-exceed amount set forth in the applicable Work Order. Said pricing includes any and all cost associated with completion of the Work, no other costs, expenses, charges, or fees shall apply.

2. **INVOICING**
   2.1. County may issue a separate Purchase Order for each Work Order.
   2.2. Unless otherwise stated in a work order for a specific project, Contractor shall submit invoices meeting the requirements of §2.3 to the County upon completion of the work required in each Work Order.
   2.3. Separate invoices shall be submitted for each Work Order and shall include the following:
      2.3.1. A detailed accounting of all charges
      2.3.2. The Purchase Order number to which the invoice applies
      2.3.3. County will provide a Job Report template to Contractor to fill out for each completed Work Order. Each invoice submitted shall include a completed Job Report.
   2.4. County will not accept or pay invoices from subcontractors. Contractor is solely responsible for making payments to subcontractors.

MITIGATION PRICING TABLE - CHEROKEE MEADOWS

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**	$ per tree =	**$75.00**	$ per tree =	**$40.00**	$ per tree =	**$3,500.00**	$ per 1 acre =	**$4,400.00**
Steep slope* $:	$ per 100 sq ft =	**$160.00**	$ per 100 sq ft =	**$220.00**	$ per tree =	**$95.00**	$ per tree =	**$52.00**	$ per tree =	**$4,000.00**	$ per 1 acre =	**$6,500.00**
Not dense	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**							$ per 1 acre =	**$4,400.00**
Dense*	$ per 100 sq ft =	**$114.00**	$ per 100 sq ft =	**$185.00**							$ per 1 acre =	**$6,800.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$75.00**	$ per cu yd =	**$60.00**	$ per 1 acre =	**$2,400.00**	$ per tree =	**$16.00**	$ per 100 sq ft =	**$62.00**
Steep slope* $:	$ per cu yd =	**$95.00**	$ per cu yd=	**$80.00**	$ per 1 acre =	**$3,200.00**	$ per tree =	**$19.00**	$ per 100 sq ft =	**$91.00**
Not dense					$ per 1 acre =	**$2,400.00**				
Dense*					$ per 1 acre =	**$3,900.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - POUDRE CANYON

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**	$ per tree =	**$75.00**	$ per tree =	**$40.00**	$ per tree =	**$3,500.00**	$ per 1 acre =	**$4,400.00**
Steep slope* $:	$ per 100 sq ft =	**$160.00**	$ per 100 sq ft =	**$220.00**	$ per tree =	**$95.00**	$ per tree =	**$52.00**	$ per tree =	**$4,000.00**	$ per 1 acre =	**$6,500.00**
Not dense	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**							$ per 1 acre =	**$4,400.00**
Dense*	$ per 100 sq ft =	**$114.00**	$ per 100 sq ft =	**$186.00**							$ per 1 acre =	**$6,800.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$75.00**	$ per cu yd =	**$60.00**	$ per 1 acre =	**$2,400.00**	$ per tree =	**$16.00**	$ per 100 sq ft =	**$62.00**
Steep slope* $:	$ per cu yd =	**$95.00**	$ per cu yd=	**$80.00**	$ per 1 acre =	**$3,200.00**	$ per tree =	**$19.00**	$ per 100 sq ft =	**$91.00**
Not dense					$ per 1 acre =	**$2,400.00**				
Dense*					$ per 1 acre =	**$3,900.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - GLACIER VIEW

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**	$ per tree =	**$75.00**	$ per tree =	**$40.00**	$ per tree =	**$3,500.00**	$ per 1 acre =	**$4,400.00**
Steep slope* $:	$ per 100 sq ft =	**$160.00**	$ per 100 sq ft =	**$220.00**	$ per tree =	**$95.00**	$ per tree =	**$52.00**	$ per tree =	**$4,000.00**	$ per 1 acre =	**$6,500.00**
Not dense	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**							$ per 1 acre =	**$4,400.00**
Dense*	$ per 100 sq ft =	**$114.00**	$ per 100 sq ft =	**$185.00**							$ per 1 acre =	**$6,800.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$75.00**	$ per cu yd =	**$60.00**	$ per 1 acre =	**$2,400.00**	$ per tree =	**$16.00**	$ per 100 sq ft =	**$62.00**
Steep slope* $:	$ per cu yd =	**$95.00**	$ per cu yd=	**$80.00**	$ per 1 acre =	**$3,200.00**	$ per tree =	**$19.00**	$ per 100 sq ft =	**$91.00**
Not dense					$ per 1 acre =	**$2,400.00**				
Dense*					$ per 1 acre =	**$3,900.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - CRYSTAL LAKES

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**	$ per tree =	**$75.00**	$ per tree =	**$40.00**	$ per tree =	**$3,500.00**	$ per 1 acre =	**$4,400.00**
Steep slope* $:	$ per 100 sq ft =	**$160.00**	$ per 100 sq ft =	**$220.00**	$ per tree =	**$95.00**	$ per tree =	**$52.00**	$ per tree =	**$4,000.00**	$ per 1 acre =	**$6,500.00**
Not dense	$ per 100 sq ft =	**$80.00**	$ per 100 sq ft =	**$130.00**							$ per 1 acre =	**$4,400.00**
Dense*	$ per 100 sq ft =	**$114.00**	$ per 100 sq ft =	**$186.00**							$ per 1 acre =	**$6,800.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$75.00**	$ per cu yd =	**$60.00**	$ per 1 acre =	**$2,400.00**	$ per tree =	**$16.00**	$ per 100 sq ft =	**$62.00**
Steep slope* $:	$ per cu yd =	**$95.00**	$ per cu yd=	**$80.00**	$ per 1 acre =	**$3,200.00**	$ per tree =	**$19.00**	$ per 100 sq ft =	**$91.00**
Not dense					$ per 1 acre =	**$2,400.00**				
Dense					$ per 1 acre =	**$3,900.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

EXHIBIT C

Insurance Requirements

Prior to commencement of any work, contractor/vendor shall provide a Certificate of Insurance issued to Larimer County, 200 West Oak St., Suite 4000, Fort Collins, Colorado 80521 as the Certificate Holder. The insurance required herein shall be procured and maintained in full force and effect for the duration of the Contract or Agreement and shall be written for not less than the following amounts, or greater if required by law. Such certificate shall be delivered to InsuranceCert@larimer.org.

I. **Workers' Compensation and Employers' Liability**

A. Workers' Compensation: Statutory

B. Employer's Liability: $100,000 Each Accident
$500,000 Disease-Policy Limit
$100,000 Disease-Each Employee

C. Waiver of Subrogation in favor of Larimer County

D. If the contractor/vendor is not required to carry Workers' Compensation coverage *per Colorado Workers' Compensation Act 8-40-202(2)(b)* a signed Workers' Compensation waiver must be provided.

II. **Commercial General Liability** on an Occurrence Form with minimum limits as follows:

A. Per Occurrence Limit $1,000,000

B. General Aggregate Limit $2,000,000

C. Contractor/Vendor agrees that the insurance afforded the County is primary non-contributory.

III. **Automobile Liability Insurance** including coverage for all owned, non-owned, & hired autos. Limits to be as follows:

A. Bodily Injury & Property Damage Combined Single Limit $1,000,000

B. Lower limits may be accepted if automobiles are not used for transport in relation to goods/service provided as outlined in agreement (i.e. only commuting to job site).

IV. Minimum required limits set forth herein may be met by utilizing a combination of excess/umbrella policies in conjunction with primary insurance policies if necessary.

V. **General Liability and Automobile Liability insurance policies shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.**

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Insurance Companies shall be licensed to do business in the State of Colorado and shall have an AM Best rating of not less than A- VII.

VII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract or Agreement shall provide the required coverage and shall not be suspended, voided, or canceled. Should any of the required policies be cancelled before the expiration date, notice shall be delivered to Larimer County, 200 West Oak St. Suite 4000, Fort Collins, CO 80521 or InsuranceCert@larimer.org.

VIII. **Subcontractors:** If subcontractors are used by contractor/vendor in the performance of contracted services, all subcontractors are required to carry insurance coverage consistent with the limits as listed in this document and the subcontractor must include Larimer County an additional insured as described in section V.
ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DIVISION.

EXHIBIT D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This attachment is expressly incorporated into the foregoing agreement ("Agreement"). The parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) for projects resulting from Declared Presidential Disasters.

The following provisions are incorporated into the Agreement:

A. **Default and Remedies.**

1. Consultant's failure to fulfill in a timely and proper manner its obligations under this Agreement, or Consultant's violation of any of the covenants, agreements, or stipulations of the Agreement, shall constitute an Event of Default under this Agreement. The following shall also constitute an Event of Default:
    i. Consultant (a) is generally not paying its debts as they become due; (b) files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property; or (e) takes action for the purpose of any of the foregoing.
    ii. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property; (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (c) ordering the dissolution, winding-up or liquidation of Consultant.
2. On or after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate the Agreement or seek specific performance of all or any part of the Agreement. In addition, County shall have the right, but no obligation, to cure or cause to be cured any Event of Default on behalf of the Consultant; and in such event Consultant shall pay to County on demand all costs and expenses incurred by County in effecting such cure. County shall have the right to offset from any amounts due to Consultant under the Agreement or any other agreement between County and Consultant all damages, losses, costs and expenses incurred by County as a result of such Event of Default, including reasonable attorney fees and costs.
3. In the event County elects to terminate the Contact on or after any Event of Default, any such termination will be made by giving Consultant notice in writing. Termination

will be effective immediately unless otherwise specified in the notice of termination. In such an event, all finished or unfinished work, documents, data, studies, and reports by Consultant under the Agreement shall, at the option of County become its property. Subject to offset as set forth above, Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

4. If, after termination for any Event of Default, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for convenience of County as set forth below.

B. **Termination for Convenience.** *(applicable if the Agreement is in excess of $10,000)*

1. The County may terminate this Agreement in its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, Contractor shall take all actions necessary to effect the termination of this Agreement on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of the County and shall include, without limitation, the following:
    i. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
    ii. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
    iii. Terminating all existing orders and subcontracts;
    iv. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
    v. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
    vi. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
    vii. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the County has or may acquire an interest.
2. In the event of termination for convenience, Contractor will be paid for work completed pursuant to the Agreement prior to such termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the Agreement. Contractor shall also, within 30 days after the termination date, submit to County an invoice for reasonable actual expenses incurred by Contractor for its actions taken, with prior approval from County, pursuant to section B(1) above.

3. In no event shall County be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the Sections B (1) and (2) above. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable and authorized under such Sections B (1) and (2) above.
4. In arriving at the amount due to Consultant under this Section, County may deduct:
    i. All payments previously made by County for work or other services covered by Consultant's final invoice;
    ii. Any claim which County may have against Consultant in connection with this Agreement;
    iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (3); and
    iv. In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

C. **Equal Employment Opportunity.** *(applicable if the Agreement is a "federally assisted construction project" in excess of $10,000)*

During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. **Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback" Act.** *(applies to prime construction Agreements in excess of $2,000)* Contractor shall comply with 40 U.S.C. 3141-3144 and 40 U.S.C. 3146-3148, as supplemented by 29 C.F.R. pt. 5. set forth below.

1. Minimum Wages.
    i. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Work Order if applicable and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 C.F.R. 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 C.F.R. 5.5(a)(1)(iii) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
    ii. Frequently recurring classifications.
        A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to §1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 C.F.R. 5.5(a)(1)(iii), provided that:
            a. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

b. The classification is used in the area by the construction industry; and
c. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 C.F.R. 5.5(a)(1)(iii)(A)(*3*). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. *Conformance.*

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
   a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
   b. The classification is used in the area by the construction industry; and
   c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 C.F.R. 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 C.F.R. 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. *Withholding* -

i. Withholding requirements. The Federal agency or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 C.F.R. 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 C.F.R. 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 C.F.R. 5.5(a)(3)(iv), the Federal agency may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. 5.5(a)(2)(i) or 29 C.F.R. 5.5(b)(3)(i), or both, over claims to those funds by:
   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. *Records and certified payrolls* -
   i. *Basic record requirements* -
      A. *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
      B. *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
      C. *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. *Certified payroll requirements* -

A. *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

B. *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or

supervises the payment of the persons working on the contract, and must certify the following:

a. That the certified payroll for the payroll period contains the information required to be provided under 29 C.F.R. 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 C.F.R. 5.5(a)(3)(i), and such information and records are correct and complete;
b. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(C).
E. *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
F. *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
G. *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
iv. *Required disclosures and access* -

A. *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under 29 C.F.R. 5.5(a)(3)(i) through (iii), and any other documents that the Federal agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 C.F.R. 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of

Labor, and must permit such representatives to interview workers during working hours on the job.

B. *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 C.F.R. 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Federal agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. *Apprentices and equal employment opportunity* -

i. *Apprentices* -

A. *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA

or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 C.F.R. 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 C.F.R. 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier

subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. *Certification of eligibility.*
    i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. 5.12(a).
    ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. 5.12(a).
    iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
11. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, *restrain*, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
    ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
    iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
    iv. Informing any other person about their rights under the DBA, Related Acts, this part (29 C.F.R. 5.5), or 29 CFR part 1 or 3.

E. **Contract Work Hours and Safety Standards Act.** *(applicable if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers)*
The Contractor shall comply with the following:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 C.F.R. 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. 5.5(b)(1).
3. Withholding for unpaid wages and liquidated damages.
    i. The Federal agency or the County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this 29 C.F.R. 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
    ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. 5.5(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. 5.5(1) through (4).

iii. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 C.F.R. 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part (29 C.F.R. 5.5);
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part (29 C.F.R. 5.5);
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part (29 C.F.R. 5.5).
6. The contractor and any subcontractor(s) must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

The records to be maintained under this paragraph must be made available by the contractor and subcontractor(s) for inspection, copying, or transcription by authorized representatives of the Federal agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

7. Work Conditions. The requirements of 40 U.S.C. 3704 are applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made.** (*applicable if the Agreement relates to experimental, research, or development projects funded in whole or in part by the Federal Government, and the award of federal funds meets the definition of a "funding agreement" under 37 C.F.R. §401.2(a))*

1. If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and this Agreement is between the County and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the County and Contractor shall comply with and be bound by the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act and Clean Water Act.** *(applicable if the Agreement is in excess of $150,000)*

1. Clean Air Act.
   i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
   ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
   iii. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.
2. Federal Water Pollution Control Act.
   i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
   ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.

H. **Energy Efficiency.**
The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201). The Contractor agrees to include this clause in each third-party subcontract financed in whole or in part with federal assistance.

I. **Debarment and Suspension.**

1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.
2. If the Agreement is for $25,000 or more, it is a covered transaction for purposes of 2 C.F.R. Part 180 (and 2 C.F.R. Part 3000 if funded by FEMA; and 2 C.F.R. Part 2424 if funded by HUD), and the following apply:
    i. The Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
    ii. The Contractor must comply with 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD), and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
    iii. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD), in addition to remedies available to the State of Colorado and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
    iv. Throughout the period of this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD). The Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

J. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**
Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING for the specific funding source. Each tier certifies to the tier above that it will not and has not used federally 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 a federal

contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

K. **Procurement of Recovered Materials.**
   1. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
      i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
      ii. Meeting Agreement performance requirements; or
      iii. At a reasonable price.
   2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf.

L. **Domestic Preference.**
   1. In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and 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 subcontracts.
   2. For purposes of this section:
      i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
      ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**
   1. In the performance of this Agreement, Contractor is prohibited from using covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Unless otherwise set forth in Public Law 115-232, section 889, The term "covered telecommunications equipment or services" means any of the following:
      i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. The provisions in this section shall be included in all subcontracts.

N. **Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.**

1. If subcontracts are to be let, Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considering when possible.
2. Such consideration means:
   i. These business types are included on solicitation lists;
   ii. These business types are solicited whenever they are deemed eligible as potential sources;
   iii. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
   iv. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
   v. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   vi. Requiring a contractor under a Federal award to apply this section to subcontracts.

O. **Department of Homeland Security Seal, Logo, and Flags.** *(applicable to projects funded in whole or in part by FEMA)*

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of Department of Homeland Security agency officials without specific FEMA pre-approval.

P. **Federal Law, Regulations, and Executive Orders.**

Contractor acknowledges that funding for projects under this Agreement may include federal, state, and/or local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

Q. **No Obligation by Federal Government**.
The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

R. **Program Fraud and False or Fraudulent Statements or Related Acts**.
The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

S. **Section 3 of the Housing and Community Development Act.** *(Applicable if Contractor/Subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds $200,000 and the contract or subcontract exceeds $100,000 AND when portion(s) of covered funding are used for project/activities involving housing construction, rehabilitation, demolition, or other public construction)*

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135

5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extend feasible, but in derogation of compliance with section 7(b).

Agreements

Item Name:
Document Title: Professional Services Agreement (P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG)
Submitted by: Jenna Cifala, Purchasing Contract Coord for Lori Hodges
Department: Office of Emergency Management
Description: Under this agreement the vendor will perform wildfire mitigation treatments on private properties to reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant. These mitigation services will be performed within the Home Ignition Zone within four communities in the Red Feather Lakes area of Northern Colorado.
Term: 06/10/2026-06/09/2027 (with the option to renew through 08/31/2029)
Named Parties: Board of County Commissioners of Larimer County, Colorado AND Red Feather Excavating Inc
Total Dollar Amount: up to $1.6M will be used for these projects (split between this contract and the other Home Ignition Zone contract)

Attachments:

1.	PSA (P26-06 Home Ignition Zone (HIZ) Wildfire Mitigation Services_RFE) vendor signed	PSA (P26-06 Home Ignition Zone (HIZ) Wildfire Mitigation Services_RFE) vendor signed.pdf

LARIMER COUNTY, COLORADO

Professional Services Agreement
(P26-06, Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG))

THIS AGREEMENT is made by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521 ("County"), and Red Feather Excavating Inc, located at 23342 W County Road 74E, Red Feather Lakes, CO 80545 ("Contractor"). County and Contractor agree to the following terms and conditions:

1. TERM

a. Initial Term. The initial term of this Agreement shall be from June 10, 2026 through and including June 9, 2027 ("Initial Term"), unless sooner terminated as provided for in this Agreement.

b. Extension Terms. County may, at its sole option, extend the term of this Agreement beyond the Initial Term for additional one-year terms through August 31, 2029, under the same terms provided for herein (each such period being an "Extension Term"). County shall notify Contractor of its election for an Extension Term(s) as provided for in §6.

c. Early Termination for Convenience of County. County may, at its sole option, terminate this Agreement at any time for its convenience and without cause. Upon receipt of such notice, Contractor shall be subject to this subsection and §5(a)(i).

   i. County shall provide Contractor written notice of such termination in accordance with §6, and such notice shall specify the effective date of the termination.

   ii. If County terminates for convenience, Contractor will be paid for Work completed and unpaid prior to the effective date of termination as follows:
      1. Lump Sum Contracts: The percentage of the total lump sum fee that represents the ratio of Work completed to the total amount of Work;
      2. Cost Plus Fixed Fee Contracts: Incurred cost of actual Work performed plus a percentage of the fixed fee that represents the ratio of Work completed to the total amount of Work;
      3. Specific Rate of Compensation Contract: Incurred cost of actual Work performed;
      4. Per Unit of Work Contract: The cost of each completed unit of Work and/or a percentage of each partially completed unit of Work.

   iii. In no event shall County be liable for costs incurred by Contractor after the specified termination date, including but not limited to anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or post-termination overhead or unabsorbed overhead.

2. STATEMENT OF WORK

a. The Contractor shall provide the County with Home Ignition Zone (HIZ) Wildfire Mitigation Services (CWDG) on an as-needed basis. A more detailed summary of the work which may be requested under this agreement along with the associated requirements is included in Exhibit A attached hereto.

b. When a property is ready to be serviced, a Work Order will be generated by County and provided to Contractor (see §5 of Exhibit A). No Work shall begin on any project until a Work Order specific to the project is fully executed.
c. Contractor shall perform all the services, including delivery of any goods and services relating to such goods, as described in each individual Work Order (the "Work") and shall do so in accordance with the provisions of this Agreement.

3. PAYMENT

a. All charges, prices, fees, and discounts related to the Work are set forth in the price schedule attached hereto as **Exhibit B** (the "Price Schedule").

b. Each Work Order will include a cost breakdown of the Work to be performed for the specific project which aligns with the rates set forth in Exhibit B, along with a maximum cost/not-to-exceed amount to complete the Work. In no event shall County be liable to pay any money more than the stated total maximum cost for the Work unless County agrees otherwise in writing.

c. Contractor shall initiate payment requests by invoice to County in the amounts, form and manner stated on **Exhibit B**.

d. Within thirty (30) days of its receipt of a complete and proper invoice, County shall pay the invoice so long as the amount invoiced correctly represents Work completed by Contractor in compliance with the terms of this Agreement. Payment of any invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement. Prior to payment, County reserves the right to require such additional documentation that it reasonably deems necessary to support invoices and payments to Contractor. In such event, payment deadlines shall be tolled and non-payment pending receipt and review of such additional documentation shall not constitute a breach by County.

e. Contractor agrees that all invoices shall be exclusive of all excise, sale, use and other taxes for which County is exempt. Upon request, County shall provide Contractor a tax-exempt certificate or other similar form demonstrating its tax-exempt status.

f. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County.

4. BREACH

a. The failure of either party to perform any of its obligations in accordance with this Agreement, in whole or in part, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

b. In the event of a breach, the non-breaching party shall give written notice of the breach to the other party in accordance with §6. If the notified party does not cure the breach within 30 days after the effective date of the notice pursuant to §6, the non-breaching party may exercise any of the remedies as described in §5 for that party. Notwithstanding any

provision of this Agreement to the contrary, County may immediately terminate this Agreement for convenience and without cause as provided in §1(c) without prior written notice and without a cure period.

5. REMEDIES FOR BREACH

a. County Remedies. If Contractor is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, County may terminate this Agreement or any portion of this Agreement, or in its sole discretion choose one or more of the following remedies: Withhold payment to Contractor until Contractor cures its breach; or suspend Contractor's performance, pending corrective action by Contractor, with respect to all or any portion of the Work, which may include immediate removal from the Work of any Contractor's employees, agents or subcontractors whom County deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable with respect to the Work.

   i. If County terminates this Agreement, Contractor shall take all actions necessary to carry-out the termination on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of County and shall include, without limitation, the following:

      1. Halting performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
      2. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
      3. Terminating all existing orders and subcontracts in a manner that minimizes liability to the greatest extent feasible under the circumstances;
      4. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
      5. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
      6. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
      7. Taking such action as may be necessary, or as County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

   ii. Contractor shall be liable to County for any damages sustained by County in connection with any breach by Contractor, and County may withhold payment to Contractor for purposes of mitigating damages and losses sustained by County in connection with any breach by Contractor.

b. Contractor Remedies. If County is in breach under any provision of this Agreement and fails to cure such breach following notice and 30 days to cure as provided in §4 above, Contractor may terminate this Agreement and shall have all remedies available by law and equity.

c. No Binding Arbitration. Larimer County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement, whether expressly stated or by incorporation, shall be null and void. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

6. NOTICE & REPRESENTATIVES

a. All notices required or permitted under this Agreement shall be in writing and delivered in person, by certified or registered mail, or via email with read-receipt requested to the following designated party representatives ("Contract Administrator"):

i. If to County: Lori Hodges
4872 Endeavor Drive
Johnstown CO 80534
lori.hodges@larimer.gov
970-619-4900

ii. If to Contractor: Fred Barlow
23342 W County Road 74E
Red Feather Lakes, CO 80545
fred@redfeatherexcavating.com
970-617-0942

b. County's Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

c. Notices delivered in person or by certified or registered mail are effective upon delivery. Notices sent via email are effective upon receipt as evidenced by read receipt.

7. LIABILITY

a. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to County under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

b. General Liability & Intellectual Property Indemnification.

i. Contractor shall be responsible for and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, that are attributable to the negligence or fault of Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement; and

ii. Contractor shall indemnify and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

c. Duty to Defend. Contractor shall defend the County, its employees, officials, and agents, by attorneys and other professionals reasonably approved by them against any claims, suits, actions or proceedings related to the losses, liabilities, and indemnity set forth in §7(b)(i) and (ii) above. In no event shall any matter be settled without prior approval by the County.

d. Insurance. Contractor shall obtain, and maintain continuously for the term of this Agreement, at its expense, the insurance types and amounts set forth in **Exhibit C** attached hereto. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.

e. No Pledge of Credit or Aid to Corporations. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, County shall not indemnify or hold harmless Contractor or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to County to any amount other than the actual direct and indirect damages to County, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

8. GENERAL PROVISIONS

a. Independent Contractor. Contractor is an independent contractor and under no circumstance will Contractor or any agent or employee of Contractor be deemed an employee of County. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County, and Contractor is solely responsible to provide such benefits at its sole cost.

b. No Assignment. All rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent by the other party, and any such transfer or assignment shall subject the transferee/assignee to all provisions of this Agreement.

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

d. Not Exclusive. Contractor is not guaranteed any work except as expressly stated herein, and this Agreement does not create an exclusive contract for the Work.

e. Choice of Law, Jurisdiction and Venue. Colorado law shall be applied in the interpretation, execution and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado.

f. Contractor's Records. Contractor shall maintain a file of all documents, records, communications, notes, accounting records and other materials relating to the Work,

including documents, records, communications, notes, and other materials related to the Work performed by subcontractors or agents (collectively the "Contractor's Records"), for a minimum of three (3) years from the date of final payment to Contractor under this Agreement. During performance of the Work and for the required record retention period, Contractor shall permit duly authorized agents and employees of County to enter Contractor's offices to inspect, review, copy, examine, and/or audit Contractor's Records at all reasonable times with a minimum of two (2) business days' notice from County.

g. Debarment. Contractor certifies by signing this Agreement that neither Contractor, the organization, nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the System for Award Management (SAM) exclusions list maintained by the General Services Administration (GSA).

h. Authority. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.

i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of County and Contractor and nothing herein shall be construed as giving any benefits, rights, remedies, or claims to any other person or entity. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to County and Contractor. Any services or benefits which third parties receive as a result of this Agreement are incidental.

j. Public Records. County is subject to the Colorado's Open Records Act ("CORA") and Contractor acknowledges that this Agreement is disclosable to the public pursuant to CORA. Additionally, Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to CORA, and County will release any such records per the requirements of CORA. County shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.

k. Laws and Regulations. Contractor shall strictly comply with all applicable federal, state, and local laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.

l. Ownership of Work Product. The tangible and intangible products of the Work performed under this Agreement, including but not limited to documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, pictures, negatives, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work ("Work Product"), are intended to be works made for hire and shall be solely owned by County. Contractor assigns to County all right, title, and interest to all Work Product, and agrees to cooperate and execute any documents in furtherance of County securing and/or protecting its intellectual property rights related to the Work Product. Work Product does not include any material developed by Contractor prior to the effective date of this Agreement that is used, without modification, in performance of the Work.

m. Counterparts and Signatures. This Agreement may be executed in several identical counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures and signatures transmitted via portable document format (PDF) shall be considered as original signatures.

n. Use of Federal Money. Federal monies are being used to fund all or a portion of the Work, and therefore all contract provisions set forth in **Exhibit D**, attached hereto, are fully incorporated into this Agreement.

o. Signature Authority: This Contract shall not be valid unless it has been approved and signed by someone authorized by Larimer County Administrative Policy and Procedure 100.2N. This Contract may be executed in two or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq. If this Contract is electronically signed it (a) is considered a "writing" or "in writing," (b) is deemed for all purposes as physically "signed," (c) is deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business, and (d) satisfies any legal formalities requiring that agreements be in writing. Neither party will contest the admissibility of copies (or printed versions) of this Agreement under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis that the Agreement was originated, signed or maintained in electronic form. Other than an original hand-written signature or an electronic signature of the same formality used to originally execute this Agreement, no other communication between the parties (such as email, voice mail or fax without a signature) will be construed as a signature to this Agreement (or any amendments to it or waiver of it).

p. Data Breach: During the course of Contractor's performance of the Contract, the Contractor may be required to store or control the transmission of electronic data provided by the County ("County Data"). The Contractor represents and warrants that:

   i. It will take all reasonable precautions to maintain all County Data in a secure environment to prevent unauthorized access, use, or disclosure, including industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing County Data;

   ii. Its collection, access, use, storage, disposal and disclosure of County Data shall comply with all applicable data protection laws, as well as all other applicable regulations and directives;

   iii. It will notify the County of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it, including but not limited to breaches of Contractor's computer, information, email, financial or other systems;

   iv. The Contractor will provide the County sufficient information for the County to satisfy its legal and regulatory notice obligations, and upon notice, County shall have the authority to direct Contractor to provide notice to any potentially impacted individual or entity, at Contractor's expense, and Contractor shall be liable for any resulting damages to County; and

   v. It will promptly return or destroy any County Data upon request from the County Representative.

   vi. Contractor's indemnification obligations identified elsewhere in this Contract shall apply to any breach of the provisions of this Paragraph.

q. Warranty: The Contractor warrants and represents that it shall perform services in a timely, competent, and professional manner, and that all products and/or services furnished hereunder: (1) will conform in all respects to the terms of the contract documents, including any drawings, specifications or standards incorporated herein; (2)

are in good working order and condition; (3) are free from defects in design, materials, and workmanship; and (4) are merchantable and fit for their particular purpose. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S. Title 4, relating to implied and express warranties are incorporated herein, in addition to any warranties contained in the contract documents.

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

s. Digital Accessibility: Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et. seq.; and the Colorado Anti-Discrimination Act, C.R.S. 24-34-401 et. seq., as amended; and the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101 et. seq., C.R.S. § 24-34-802 and C.R.S. § 24-85-103. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with 8 CCR 1501-11, and version 2.1 Level AA of the Web Content Accessibility Guidelines (https://www.w3.org/TR/WCAG21/#background-on-wcag-2) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Contractor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

t. Invoices: Unless a shorter time period is stated in another provision of the Contract, all invoices from the Contractor to County requesting payment for services/goods provided must be received by County sixty (60) days following the month in which such services/goods were provided or conducted. Failure to ensure that the County receives such invoices within this period of time shall result in all payment obligations associated with such services/goods identified in the delinquent invoice(s), even if reinserted or reclaimed in another invoice, being waived and County shall have no obligation to pay for such services/goods.

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By:_____
Chair DATE

Attest:_____
Deputy Clerk

CONTRACTOR

By: Fred Barlow 6/9/2026
Signature DATE

Printed Name: Fred Barlow - Red Feather Excavating

APPROVED AS TO FORM:

June 8, 2026

Christine M. Luckasen
Larimer County
Assistant County Attorney I

EXHIBIT A

Scope of Work

1. **PROJECT OVERVIEW.**
   1.1. Contractors shall perform wildfire mitigation treatments on private properties on an as-needed basis as further set forth herein. Said wildfire mitigation treatments will reduce wildfire risk, protect life and property, and strengthen community resilience under the Community Wildfire Defense Grant.
   1.2. **Project Communities.** Wildfire mitigation treatments performed by Contractor will generally take place within the Home Ignition Zone (HIZ) within the following four (4) communities in the Red Feather Lakes area of Northern Colorado:
      1.2.1. *Glacier View: ~1200 properties*. The Glacier View Community Wildfire *Protection* Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.2. *Crystal Lakes: ~800 properties*. The Crystal Lakes Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.3. *Cherokee Meadows: ~50 properties*. The Cherokee Meadows Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
      1.2.4. *Poudre Canyon: ~460 properties*. The Poudre Canyon Community Wildfire Protection Plan has been provided by Contractor and is on file in the Larimer County Office of Emergency Management.
   1.3. Up to 400 properties across all four (4) communities will be treated in total. Scope of work for each property will be identified in cooperation with the property owner, and in accordance with a standardized HIZ assessment performed separate from this Agreement through the Wildfire Partner Program. This work will complement the efforts of the Larimer County Sheriff's Office (LCSO) Emergency Services Wildfire Partners program to strengthen overall community wildfire preparedness and resiliency.
   1.4. Eligible work may include, but is not necessarily limited to removal of combustible ground cover, removal of dead vegetation, removal of combustible debris from hardscape/softscape areas, brush and shrub thinning, ladder fuel removal, tree limbing, small tree removal, selective tree thinning, removal of dead and down material, chipping and compliant on-site dispersal, mowing, and haul-off or disposal of woody biomass generated by the Work
   1.5. **There is no guaranteed minimum amount of work to be ordered**.

2. **WORK DETAILS.** The Contractor at a minimum, will provide, perform, and/or furnish the following:
   2.1. Conduct wildfire mitigation treatments, generally within Zone 1-3 of the HIZ as defined by the Colorado State Forest Service (see:chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://csfs.colostate.edu/wp-content/uploads/2021/04/2021_CSFS_HIZGuide_Web.pdf)
   2.2. A county project manager will provide a work plan (scope of work) for each job.
   2.3. Contractor must implement the approved work plan within the timeframe requested for each individual job.

2.4. Contractor will provide all materials and equipment necessary to conduct HIZ Mitigation work outlined in the work plan.
2.5. Services will only be performed on properties that have already received a HIZ assessment via the LCSO Wildfire Ambassador Program or another County-approved entity.
2.6. Services will only be performed on properties for which Larimer County has an executed Right-of-Entry form.
2.7. Contractor must remove all biomass from site, unless otherwise directed by county project manager.
2.8. Contractor must provide evidence showing work was completed to the provided standards and approved mitigation plan, including a description of work performed and "before and after" photographs, using templates provided by county project manager.
2.9. All information shared with the Contractor, including but not limited to, completed HIZ assessments and homeowner contact information must not be shared with third parties at any time (the information is confidential).
2.10. Contractor must be appropriately licensed and insured.
2.11. The Contractor will conduct all operations in a timely manner and in accordance with the approved Work Order.

3. **SCHEDULE & AVAILABILITY.**
3.1. Contractor will coordinate with Larimer County and its contracted entities/partners to provide wildfire mitigation services on qualifying properties as-needed throughout the contract period.
3.2. Contractor must be available to respond to urgent requests or changes from Larimer County immediately (within 2 hours). Contractor must be available to respond to general administrative requests from Larimer County within 72 hours.
3.3. Flexibility is required by all parties to accommodate seasonal and weather-related adjustments to fieldwork.
3.4. Contractor will respond promptly to requests to address any issues as they arise.

4. **PRELIMINARY OPERATIONAL STANDARDS.**
4.1. **Equipment**
4.1.1. All vehicles and motorized equipment must utilize effective manufacturer certified spark arrestors and muffler systems.
4.1.2. Each vehicle must have a Class A 10 lb. fire extinguisher and a minimum of one (1) fire tool per cutting crew member.
4.1.3. Contractor shall remove its equipment from the work site at the end of each day unless otherwise approved by the County project manager. In the event approval is given to leave equipment onsite, Contractor shall stage the equipment in an orderly manner and as directed by the County project manager.
4.2. **Damage**
4.2.1. The Contractor will take all necessary precautions to protect the remaining forest, soils, and any improvements.
4.2.2. Any resources altered by the Contractor must be repaired to the pre-work condition prior to moving to new work areas.
4.2.3. Infrastructure such as fences, gates, or signs damaged by the Contractor will be repaired or replaced by the Contractor at Contractor's sole expense. All such repairs/replacements shall be completed by the job completion deadline set forth in the applicable Work Order (as may be amended) unless otherwise agreed by the parties.

4.2.4. Fuel, hydraulic fluid or other chemical spills will be reported to Larimer County and properly mitigated by the Contractor immediately.
4.2.5. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids will be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor.
4.2.6. Soil disturbance shall be as minimal as possible.
4.2.7. Ruts and/or depressions in the soil caused by Contractor equipment will be less than three inches deep or will be fixed by the Contractor.
4.2.8. No trash will be left by the Contractor and must be picked up daily.
4.2.9. Standard Construction Best Management Practice (BMP) for equipment maintenance, noise and dust abatement, worker protection, fire safety, etc. must be implemented during project activities.
4.2.10. All waste material associated with the project must be disposed of properly and not placed in identified floodways or wetland areas.
4.2.11. No open burning will occur.
4.2.12. Determination of damage is at the sole discretion of the Larimer County.

4.3. **Communications**

4.3.1. The Contractor will direct all communication concerning this project to Larimer County.
4.3.2. All issues and concerns raised by property owners and/or others shall be referred to Larimer County.

4.4. **Weed or Pest Prevention/Rehabilitation/Reclamation**

4.4.1. Prior to entering the project area, the undercarriage and tires of all trucks and equipment must be washed offsite to reduce the spread of noxious weeds from other projects.
4.4.2. Contractor shall follow Colorado State Forest Service best management practices for handling, transporting, and disposing of potentially beetle-infested pine material to reduce the spread of mountain pine beetle between project areas.
4.4.3. Larimer County reserves the right to inspect vehicles and machinery before they are brought onto the project site.
4.4.4. Machine operations should avoid driving through weed areas.
4.4.5. Reseeding is anticipated on landings, heavily disturbed skid trails, and where equipment exposes bare soil.
4.4.5.1. The requirement for such reseeding will be the decision of the Larimer County.
4.4.5.2. All disturbed areas including skid trails, landings, staging areas, etc. will be restored using native, weed-free seed, mulch, etc.
4.4.5.3. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through Larimer County prior to job start.
4.4.5.4. All seed mixes, straw, and hay materials used in re-vegetation must meet Colorado Weed-Free specifications.
4.4.5.5. Any and all reseeding must be done prior to the conclusion of the contract.
4.4.5.6. All reseeding activity shall be at Contractor’s sole expense.
4.4.6. Restoration standards will be determined on a case-by-case basis and will be in accordance with best management practices.
4.4.7. In areas where soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be

implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

4.5. **Hazards**

4.5.1. The Contractor should leave the work site in a safe manner at the end of each workday, this includes leaving no hung trees, safely storing all fuel containers and equipment, and parking equipment in designated pre-determined locations.

4.5.2. Contractor shall perform all work in a safe, professional, and workmanlike manner, taking reasonable precautions to protect the health and safety of its employees, subcontractors, County personnel, property owners, residents, and any other persons who may be present on or near the work site.

4.6. **Restrictions**

4.6.1. Larimer County may suspend or limit operations in cases of extreme fire danger, excessive soil rutting, damage from mud/snowy conditions, excessive residual tree damage, road damage, or failure to meet contract specifications.

4.6.2. There shall be no smoking outside of vehicles.

4.6.3. Contractor shall take all reasonable and necessary precautions to prevent the ignition or spread of fire resulting from its operations, equipment, vehicles, tools, personnel, or subcontractors, including complying with all applicable fire restrictions, burn bans, and site-specific safety requirements.

4.7. **Inclement Weather**

4.7.1. Work may be halted or delayed in cases of severe weather.

4.7.2. It is possible that extreme snowfall may make some or all of the management units inaccessible.

4.8. **Operational Period**

4.8.1. The operational period begins as soon as the Work Order is approved.

4.8.2. The Contractor may work Monday through Friday. Contractor may only work weekends upon prior approval from the applicable property owner.

4.8.3. No work will be performed on holidays.

4.8.4. The work period is from 7:00 AM to dusk.

4.8.5. A detailed written Work Order will be agreed to between the Contractor and Larimer County.

5. **SCOPE DEVELOPMENT, WORK ORDER PROCESS, & COMMENCEMENT.**

5.1. *Scope Development*.

5.1.1. For each property selected to receive services (selection is made through an application process performed outside of this Agreement), County will work with the property owner to develop a final property-specific scope of work based upon the property's HIZ Assessment.

5.1.2. For each individual property treated, Larimer County will generally pay up to $4,000. The actual assistance amount for a selected property will be developed through the property-specific scope-development process and informed by the HIZ Assessment, the approved scope of work, contractor pricing and available program funds.

5.1.3. The property owner will sign the final property-specific scope of work to indicate approval of the work to be completed.

5.2. *Work Order*.

5.2.1. Once the scope is finalized and signed as set forth in §5.1, County will work with the Contractor to issue a Work Order. The Work Order will be a template provided by County. The scope of work developed by the property owner and County (see §5.1) will be included in the Work Order. Any HIZ mitigation work not included in the Work Order will only be completed upon agreement

between the property owner and Contractor. The County shall not be responsible for any services performed outside of a signed Work Orders.

5.2.2. The actual assistant amount allocated to a selected property (see §5.1.2) will be the not-to-exceed amount included in the Work Order for the applicable property. All work set forth in a Work Order shall be completed for an amount equal to or below the stated not-to-exceed amount.

5.2.3. In addition to a detailed scope of work and not-to-exceed amount, each Work Order will at a minimum include the service location/address, property owner name and contact information, timeframe in which to complete the Work, and pictures (if available).

5.2.4. The Work Order will be signed by County and Contractor.

5.3. *Commencement of Services*. After a Work Order is issued, Contractor shall contact the property owner to schedule the work period and shall complete the approved work within the timeframe set forth in the work order. When possible Contractor must conduct a brief on-site review of the approved scope with the property owner at the start of work, in order to support shared understanding of the work scope and to reduce the likelihood of misunderstandings during implementation. In the event the on-site review necessitates changes to the approved scope of work, prior to any work beginning an updated scope of work shall be signed by County and the property owner, and a change order to the Work Order must be completed.

EXHIBIT B

Price Schedule and Payment Terms

1. **RATES.** For Work performed pursuant to this agreement, Contractor will charge at the rates set forth in the Mitigation Pricing Tables shown on the following pages, but only up to the not-to-exceed amount set forth in the applicable Work Order. Said pricing includes any and all cost associated with completion of the Work, no other costs, expenses, charges, or fees shall apply.

2. **INVOICING**
   2.1. County may issue a separate Purchase Order for each Work Order.
   2.2. Unless otherwise stated in a work order for a specific project, Contractor shall submit invoices meeting the requirements of §2.3 to the County upon completion of the work required in each Work Order.
   2.3. Separate invoices shall be submitted for each Work Order and shall include the following:
      2.3.1. A detailed accounting of all charges
      2.3.2. The Purchase Order number to which the invoice applies
      2.3.3. County will provide a Job Report template to Contractor to fill out for each completed Work Order. Each invoice submitted shall include a completed Job Report.
   2.4. County will not accept or pay invoices from subcontractors. Contractor is solely responsible for making payments to subcontractors.

MITIGATION PRICING TABLE - GLACIER VIEW

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$225.00**	$ per 100 sq ft =	**$150.00**	$ per tree =	**$375.00**	$ per tree =	**$900.00**	$ per tree =	**$1,800.00**	$ per 1 acre =	**$12,000.00**
Steep slope* $:	$ per 100 sq ft =	**$300.00**	$ per 100 sq ft =	**$225.00**	$ per tree =	**$525.00**	$ per tree =	**$1,260.00**	$ per tree =	**$2,520.00**	$ per 1 acre =	**$16,800.00**
Not dense	$ per 100 sq ft =	**$18.00**	$ per 100 sq ft =	**$21.00**							$ per 1 acre =	**$9,000.00**
Dense*	$ per 100 sq ft =	**$30.00**	$ per 100 sq ft =	**$37.50**							$ per 1 acre =	**$15,000.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$60.00**	$ per cu yd =	**$300.00**	$ per 1 acre =	**$10,500.00**	$ per tree =	**$525.00**	$ per 100 sq ft =	**$22.50**
Steep slope* $:	$ per cu yd =	**$84.00**	$ per cu yd=	**$600.00**	$ per 1 acre =	**$14,700.00**	$ per tree =	**$750.00**	$ per 100 sq ft =	**$37.50**
Not dense					$ per 1 acre =	**$8,250.00**				
Dense*					$ per 1 acre =	**$13,500.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - CRYSTAL LAKES

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$225.00**	$ per 100 sq ft =	**$150.00**	$ per tree =	**$375.00**	$ per tree =	**$900.00**	$ per tree =	**$1,800.00**	$ per 1 acre =	**$12,000.00**
Steep slope* $:	$ per 100 sq ft =	**$300.00**	$ per 100 sq ft =	**$225.00**	$ per tree =	**$525.00**	$ per tree =	**$1,260.00**	$ per tree =	**$2,520.00**	$ per 1 acre =	**$16,800.00**
Not dense	$ per 100 sq ft =	**$18.00**	$ per 100 sq ft =	**$21.00**							$ per 1 acre =	**$9,000.00**
Dense*	$ per 100 sq ft =	**$30.00**	$ per 100 sq ft =	**$37.50**							$ per 1 acre =	**$15,000.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$60.00**	$ per cu yd =	**$300.00**	$ per 1 acre =	**$10,500.00**	$ per tree =	**$525.00**	$ per 100 sq ft =	**$22.50**
Steep slope* $:	$ per cu yd =	**$84.00**	$ per cu yd=	**$600.00**	$ per 1 acre =	**$14,700.00**	$ per tree =	**$750.00**	$ per 100 sq ft =	**$37.50**
Not dense					$ per 1 acre =	**$8,250.00**				
Dense					$ per 1 acre =	**$13,500.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - CHEROKEE MEADOWS

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$247.50**	$ per 100 sq ft =	**$165.00**	$ per tree =	**$412.50**	$ per tree =	**$990.00**	$ per tree =	**$1,980.00**	$ per 1 acre =	**$ 13,200.00**
Steep slope* $:	$ per 100 sq ft =	**$330.00**	$ per 100 sq ft =	**$247.50**	$ per tree =	**$577.50**	$ per tree =	**$1,386.00**	$ per tree =	**$2,772.00**	$ per 1 acre =	**$ 18,480.00**
Not dense	$ per 100 sq ft =	**$19.80**	$ per 100 sq ft =	**$23.10**							$ per 1 acre =	**$9,900.00**
Dense*	$ per 100 sq ft =	**$33.00**	$ per 100 sq ft =	**$41.25**							$ per 1 acre =	**$ 16,500.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$66.00**	$ per cu yd =	**$330.00**	$ per 1 acre =	**$11,550.00**	$ per tree =	**$577.50**	$ per 100 sq ft =	**$24.75**
Steep slope* $:	$ per cu yd =	**$92.40**	$ per cu yd=	**$660.00**	$ per 1 acre =	**$16,170.00**	$ per tree =	**$825.00**	$ per 100 sq ft =	**$41.25**
Not dense					$ per 1 acre =	**$9,075.00**				
Dense*					$ per 1 acre =	**$14,850.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

MITIGATION PRICING TABLE - POUDRE CANYON

Activity:	Shrub/brush removal		Remove regen/doghair/very small trees <= 3" dbh		Tree removal 3-7" dbh		Tree removal >7"dbh, & buck for firewood per homeowner request for first dibs		Technical Tree Removal (overhanging or near structure, leaning, etc)		Thinning to ~6-10 foot canopy spacing in Zone 3 (30-100 feet from structure)	
Not steep slope $:	$ per 100 sq ft =	**$247.50**	$ per 100 sq ft =	**$165.00**	$ per tree =	**$412.50**	$ per tree =	**$990.00**	$ per tree =	**$1,980.00**	$ per 1 acre =	**$13,200.00**
Steep slope* $:	$ per 100 sq ft =	**$330.00**	$ per 100 sq ft =	**$247.50**	$ per tree =	**$577.50**	$ per tree =	**$1,386.00**	$ per tree =	**$2,772.00**	$ per 1 acre =	**$18,480.00**
Not dense	$ per 100 sq ft =	**$19.80**	$ per 100 sq ft =	**$23.10**							$ per 1 acre =	**$9,900.00**
Dense*	$ per 100 sq ft =	**$33.00**	$ per 100 sq ft =	**$41.25**							$ per 1 acre =	**$16,500.00**

Activity:	Removal of dead/down/existing combustible material (eg pre-existing slash piles)		Existing combustible material relocation (eg firewood) up to 200 feet		Limb trees 6-8 ft from ground or 1/3 of tree height if shorter		Trim tree limbs to 10 feet away from structures		Mowing/raking/mulch removal	
Not steep slope $:	$ per cu yd =	**$66.00**	$ per cu yd =	**$330.00**	$ per 1 acre =	**$11,550.00**	$ per tree =	**$577.50**	$ per 100 sq ft =	**$24.75**
Steep slope* $:	$ per cu yd =	**$92.40**	$ per cu yd=	**$660.00**	$ per 1 acre =	**$16,170.00**	$ per tree =	**$825.00**	$ per 100 sq ft =	**$41.25**
Not dense					$ per 1 acre =	**$9,075.00**				
Dense*					$ per 1 acre =	**$14,850.00**				

*steep = >40% slope
*dense = tree/shrub canopy covers more than 75% of area
*area = a ~1500 sq foot house has a total rounded buffer HIZ zone of ~1 acre
*a ~1500 sq foot house has a rounded buffer HIZ zone of ~50k sq feet/1 acre

EXHIBIT C

Insurance Requirements

Prior to commencement of any work, contractor/vendor shall provide a Certificate of Insurance issued to Larimer County, 200 West Oak St., Suite 4000, Fort Collins, Colorado 80521 as the Certificate Holder. The insurance required herein shall be procured and maintained in full force and effect for the duration of the Contract or Agreement and shall be written for not less than the following amounts, or greater if required by law. Such certificate shall be delivered to InsuranceCert@larimer.org.

I. **Workers' Compensation and Employers' Liability**

A. Workers' Compensation: Statutory

B. Employer's Liability: $100,000 Each Accident
$500,000 Disease-Policy Limit
$100,000 Disease-Each Employee

C. Waiver of Subrogation in favor of Larimer County

D. If the contractor/vendor is not required to carry Workers' Compensation coverage *per Colorado Workers' Compensation Act 8-40-202(2)(b)* a signed Workers' Compensation waiver must be provided.

II. **Commercial General Liability** on an Occurrence Form with minimum limits as follows:

A. Per Occurrence Limit $1,000,000

B. General Aggregate Limit $2,000,000

C. Contractor/Vendor agrees that the insurance afforded the County is primary non-contributory.

III. **Automobile Liability Insurance** including coverage for all owned, non-owned, & hired autos. Limits to be as follows:

A. Bodily Injury & Property Damage Combined Single Limit $1,000,000

B. Lower limits may be accepted if automobiles are not used for transport in relation to goods/service provided as outlined in agreement (i.e. only commuting to job site).

IV. Minimum required limits set forth herein may be met by utilizing a combination of excess/umbrella policies in conjunction with primary insurance policies if necessary.

V. **General Liability and Automobile Liability insurance policies shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.**

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Insurance Companies shall be licensed to do business in the State of Colorado and shall have an AM Best rating of not less than A- VII.

VII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract or Agreement shall provide the required coverage and shall not be suspended, voided, or canceled. Should any of the required policies be cancelled before the expiration date, notice shall be delivered to Larimer County, 200 West Oak St. Suite 4000, Fort Collins, CO 80521 or InsuranceCert@larimer.org.

VIII. **Subcontractors:** If subcontractors are used by contractor/vendor in the performance of contracted services, all subcontractors are required to carry insurance coverage consistent with the limits as listed in this document and the subcontractor must include Larimer County an additional insured as described in section V.
ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DIVISION.

EXHIBIT D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This attachment is expressly incorporated into the foregoing agreement ("Agreement"). The parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) for projects resulting from Declared Presidential Disasters.

The following provisions are incorporated into the Agreement:

A. **Default and Remedies.**

1. Consultant's failure to fulfill in a timely and proper manner its obligations under this Agreement, or Consultant's violation of any of the covenants, agreements, or stipulations of the Agreement, shall constitute an Event of Default under this Agreement. The following shall also constitute an Event of Default:
    i. Consultant (a) is generally not paying its debts as they become due; (b) files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property; or (e) takes action for the purpose of any of the foregoing.
    ii. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property; (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (c) ordering the dissolution, winding-up or liquidation of Consultant.
2. On or after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate the Agreement or seek specific performance of all or any part of the Agreement. In addition, County shall have the right, but no obligation, to cure or cause to be cured any Event of Default on behalf of the Consultant; and in such event Consultant shall pay to County on demand all costs and expenses incurred by County in effecting such cure. County shall have the right to offset from any amounts due to Consultant under the Agreement or any other agreement between County and Consultant all damages, losses, costs and expenses incurred by County as a result of such Event of Default, including reasonable attorney fees and costs.
3. In the event County elects to terminate the Contact on or after any Event of Default, any such termination will be made by giving Consultant notice in writing. Termination

will be effective immediately unless otherwise specified in the notice of termination. In such an event, all finished or unfinished work, documents, data, studies, and reports by Consultant under the Agreement shall, at the option of County become its property. Subject to offset as set forth above, Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

4. If, after termination for any Event of Default, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for convenience of County as set forth below.

B. **Termination for Convenience.** *(applicable if the Agreement is in excess of $10,000)*

1. The County may terminate this Agreement in its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, Contractor shall take all actions necessary to effect the termination of this Agreement on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of the County and shall include, without limitation, the following:
    i. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
    ii. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
    iii. Terminating all existing orders and subcontracts;
    iv. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
    v. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
    vi. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
    vii. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the County has or may acquire an interest.
2. In the event of termination for convenience, Contractor will be paid for work completed pursuant to the Agreement prior to such termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the Agreement. Contractor shall also, within 30 days after the termination date, submit to County an invoice for reasonable actual expenses incurred by Contractor for its actions taken, with prior approval from County, pursuant to section B(1) above.

3. In no event shall County be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the Sections B (1) and (2) above. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable and authorized under such Sections B (1) and (2) above.
4. In arriving at the amount due to Consultant under this Section, County may deduct:
    i. All payments previously made by County for work or other services covered by Consultant's final invoice;
    ii. Any claim which County may have against Consultant in connection with this Agreement;
    iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (3); and
    iv. In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

C. **Equal Employment Opportunity.** *(applicable if the Agreement is a "federally assisted construction project" in excess of $10,000)*

During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. **Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback" Act.** *(applies to prime construction Agreements in excess of $2,000)* Contractor shall comply with 40 U.S.C. 3141-3144 and 40 U.S.C. 3146-3148, as supplemented by 29 C.F.R. pt. 5. set forth below.

1. Minimum Wages.
    i. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Work Order if applicable and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 C.F.R. 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. 5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 C.F.R. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 C.F.R. 5.5(a)(1)(iii) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
    ii. Frequently recurring classifications.
        A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to §1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 C.F.R. 5.5(a)(1)(iii), provided that:
            a. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

b. The classification is used in the area by the construction industry; and
c. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 C.F.R. 5.5(a)(1)(iii)(A)(*3*). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. *Conformance.*

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
   a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
   b. The classification is used in the area by the construction industry; and
   c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 C.F.R. 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 C.F.R. 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. *Withholding* -

i. Withholding requirements. The Federal agency or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 C.F.R. 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 C.F.R. 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 C.F.R. 5.5(a)(3)(iv), the Federal agency may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. 5.5(a)(2)(i) or 29 C.F.R. 5.5(b)(3)(i), or both, over claims to those funds by:
   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. *Records and certified payrolls* -
   i. *Basic record requirements* -
      A. *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
      B. *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
      C. *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. *Certified payroll requirements* -

A. *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

B. *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or

supervises the payment of the persons working on the contract, and must certify the following:

a. That the certified payroll for the payroll period contains the information required to be provided under 29 C.F.R. 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 C.F.R. 5.5(a)(3)(i), and such information and records are correct and complete;
b. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(C).
E. *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
F. *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
G. *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
iv. *Required disclosures and access* -

A. *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under 29 C.F.R. 5.5(a)(3)(i) through (iii), and any other documents that the Federal agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 C.F.R. 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of

Labor, and must permit such representatives to interview workers during working hours on the job.

B. *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 C.F.R. 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Federal agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. *Apprentices and equal employment opportunity* -

i. *Apprentices* -

A. *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA

or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 C.F.R. 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 C.F.R. 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier

subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. *Certification of eligibility.*
    i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. 5.12(a).
    ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. 5.12(a).
    iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
11. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, *restrain*, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
    ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
    iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
    iv. Informing any other person about their rights under the DBA, Related Acts, this part (29 C.F.R. 5.5), or 29 CFR part 1 or 3.

E. **Contract Work Hours and Safety Standards Act.** *(applicable if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers)*

The Contractor shall comply with the following:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 C.F.R. 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. 5.5(b)(1).
3. Withholding for unpaid wages and liquidated damages.
    i. The Federal agency or the County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this 29 C.F.R. 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
    ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. 5.5(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. 5.5(1) through (4).

iii. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 C.F.R. 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part (29 C.F.R. 5.5);
   ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part (29 C.F.R. 5.5);
   iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   iv. Informing any other person about their rights under CWHSSA or this part (29 C.F.R. 5.5).
6. The contractor and any subcontractor(s) must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

The records to be maintained under this paragraph must be made available by the contractor and subcontractor(s) for inspection, copying, or transcription by authorized representatives of the Federal agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

7. Work Conditions. The requirements of 40 U.S.C. 3704 are applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made.** (*applicable if the Agreement relates to experimental, research, or development projects funded in whole or in part by the Federal Government, and the award of federal funds meets the definition of a "funding agreement" under 37 C.F.R. §401.2(a))*

1. If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and this Agreement is between the County and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the County and Contractor shall comply with and be bound by the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act and Clean Water Act.** *(applicable if the Agreement is in excess of $150,000)*

1. Clean Air Act.
   i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
   ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
   iii. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.
2. Federal Water Pollution Control Act.
   i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
   ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.

H. **Energy Efficiency.**
The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201). The Contractor agrees to include this clause in each third-party subcontract financed in whole or in part with federal assistance.

I. **Debarment and Suspension.**
1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.
2. If the Agreement is for $25,000 or more, it is a covered transaction for purposes of 2 C.F.R. Part 180 (and 2 C.F.R. Part 3000 if funded by FEMA; and 2 C.F.R. Part 2424 if funded by HUD), and the following apply:
    i. The Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
    ii. The Contractor must comply with 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD), and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
    iii. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD), in addition to remedies available to the State of Colorado and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
    iv. Throughout the period of this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C (and 2 C.F.R. Part 3000, subpart C if funded by FEMA; and 2 C.F.R. Part 2424 subpart C if funded by HUD). The Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

J. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**
Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING for the specific funding source. Each tier certifies to the tier above that it will not and has not used federally 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 a federal

contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

K. **Procurement of Recovered Materials.**
   1. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
      i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
      ii. Meeting Agreement performance requirements; or
      iii. At a reasonable price.
   2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf.

L. **Domestic Preference.**
   1. In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and 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 subcontracts.
   2. For purposes of this section:
      i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
      ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**
   1. In the performance of this Agreement, Contractor is prohibited from using covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Unless otherwise set forth in Public Law 115-232, section 889, The term "covered telecommunications equipment or services" means any of the following:
      i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. The provisions in this section shall be included in all subcontracts.

N. **Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.**

1. If subcontracts are to be let, Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considering when possible.
2. Such consideration means:
   i. These business types are included on solicitation lists;
   ii. These business types are solicited whenever they are deemed eligible as potential sources;
   iii. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
   iv. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
   v. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   vi. Requiring a contractor under a Federal award to apply this section to subcontracts.

O. **Department of Homeland Security Seal, Logo, and Flags.** *(applicable to projects funded in whole or in part by FEMA)*

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of Department of Homeland Security agency officials without specific FEMA pre-approval.

P. **Federal Law, Regulations, and Executive Orders.**

Contractor acknowledges that funding for projects under this Agreement may include federal, state, and/or local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

Q. **No Obligation by Federal Government**.
The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

R. **Program Fraud and False or Fraudulent Statements or Related Acts**.
The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

S. **Section 3 of the Housing and Community Development Act.** *(Applicable if Contractor/Subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds $200,000 and the contract or subcontract exceeds $100,000 AND when portion(s) of covered funding are used for project/activities involving housing construction, rehabilitation, demolition, or other public construction)*

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135

5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extend feasible, but in derogation of compliance with section 7(b).

Agreements

Item Name: Document Title: Letter of Understanding
Submitted by: Matt Johnson
Department: Engineering
Description: CR 70 (Owl Canyon Road) Widening Project Between CR 11 and CR 13
Section 7, T9N, R 68 W
Term: Permanent
Named Parties: Larimer County and Poudre Valley REA, Inc.
Total Dollar Amount: $0

Attachments:

1.	ADA Statement for Letter of Understanding	ADA Statement for Letter of Understanding.docx
2.	Letter of Understanding	Letter of Understanding.pdf

Letter of Understanding
Larimer County and Poudre Valley REA, Inc.
CR 70 (Owl Canyon Road) Widening Project Between CR 11 and CR 13
Section 7, T 9 N, R 68 W

Letter of Understanding (PDF) – Accessibility Notice

The attached Letter of Understanding is provided as a scanned PDF document and may not be fully accessible to individuals using assistive technology. If you need assistance accessing the information contained in this document or would like to request an alternative accessible format, please contact Larimer County Engineering using the information provided below.

Americans With Disabilities Act (ADA)

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven business days' notice. Please email us at eng-general@co.larimer.co.us or by calling (970) 498-5700 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

LARIMER COUNTY | ENGINEERING DEPARTMENT

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.5700, Larimer.org

Letter of Understanding

June 15, 2026

Poudre Valley REA, Inc.
7649 REA Parkway
Fort Collins, CO 80528

Attn: John Bowerfind

Re: CR 70 (Owl Canyon Road) Widening Project Between CR 11 and CR 13
Section 7, T 9 N, R 68 W

Dear John,

This Letter of Understanding is between Larimer County, hereinafter referred to as the "County", and Poudre Valley REA, Inc., hereinafter referred to as "PVREA", and pertains to the referenced property where the County road right-of-way and the existing PVREA easement interest are located within the S 1/2 of Section 7, Township 9N, Range 68W. Please refer to Exhibit A, attached, which shows the existing PVREA easements and facilities, proposed relocated PVREA facilities, and the proposed County Road and existing/proposed right-of-way.

In order to expand County Road 70, some of the existing PVREA facilities adjacent to the road and within the S 1/2 of Section 7 will need to be relocated. Because the existing PVREA facilities are within an existing easement, said facilities will be relocated at the County's expense. PVREA's facilities shown on Exhibit A will be relocated into existing or newly acquired County rights-of-way.

At this time, the County and PVREA wish to clarify the rights of PVREA and the County where existing PVREA easements are encroached by County public right-of-way. The County's right-of-way is taken subject to the existing easement that PVREA possesses until and unless another arrangement is agreed to by the parties.

Once the roadway improvements are constructed and should PVREA need to access its utilities within the extents of the County right-of-way, PVREA will still obtain a right-of-way permit which provides the County notice of the work, but no fee will be charged for the permit. Any costs due to impacts to the traveling public (such as traffic control) will be the responsibility of PVREA. If future roadway improvements cause the need for PVREA's facilities outlined in Exhibit A, to be relocated, PVREA will not be responsible for the costs incurred for the relocation.

This Letter of Understanding is binding upon the County and PVREA as long as the easement rights of the parties continue. This Letter of Understanding shall be recorded in the records of the Clerk and Recorder of Larimer County, CO.

LARIMER COUNTY

Agreed to and accepted this_____day of _____, 2025

BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO

By: _____
Chair

ATTEST:

_____
County Clerk

Date: June 15, 2026

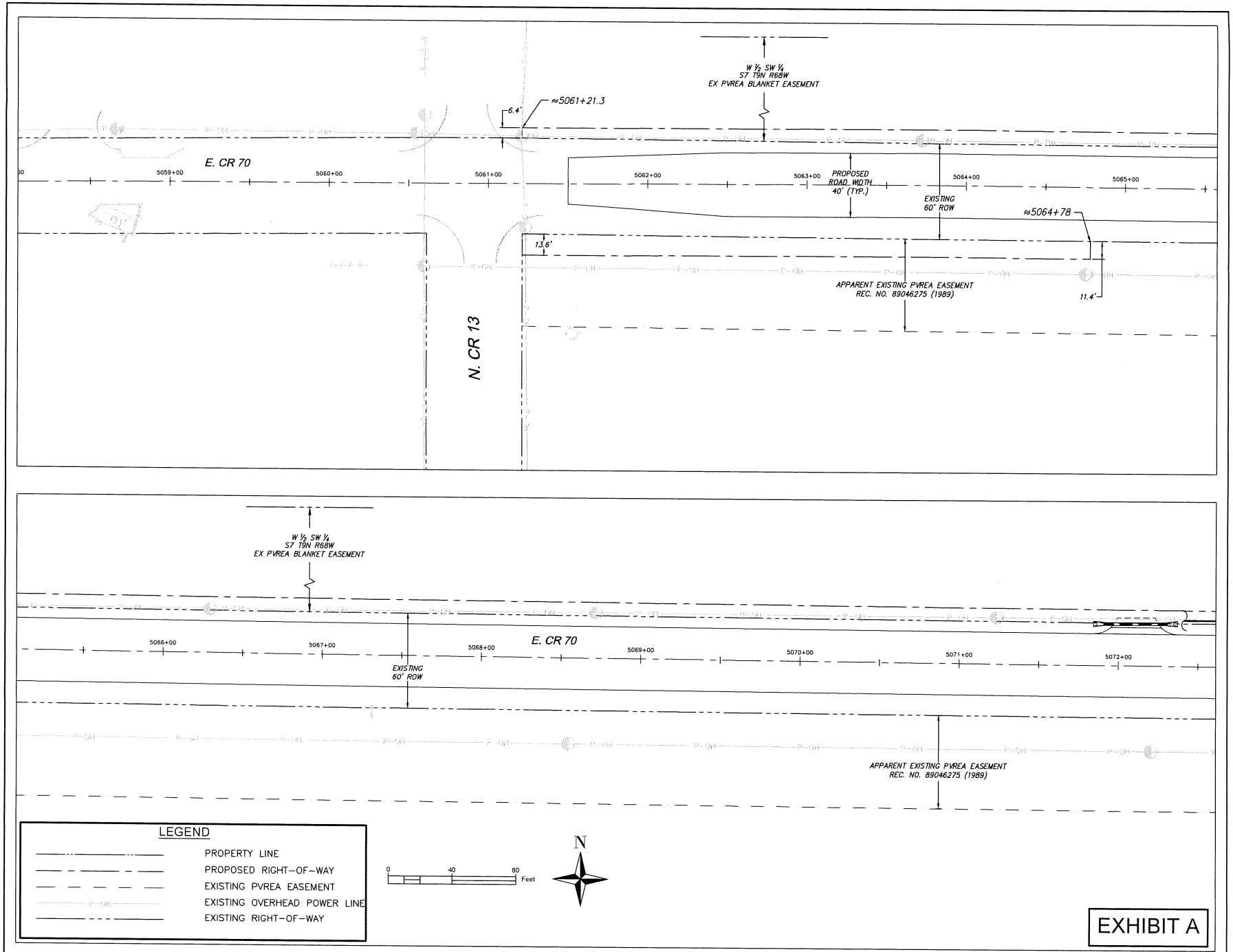
APPROVED AS TO FORM

_____
Assistant Deputy County Attorney

Poudre Valley REA, Inc.

JOHN BOWERFIND
Printed Name

Signature



COMPUTER INFORMATION	
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MODIFICATION DATE:	--/--/--
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FILE NAME:	CR70_BTWN CR11-13_PVREA EXHIBIT.DWG

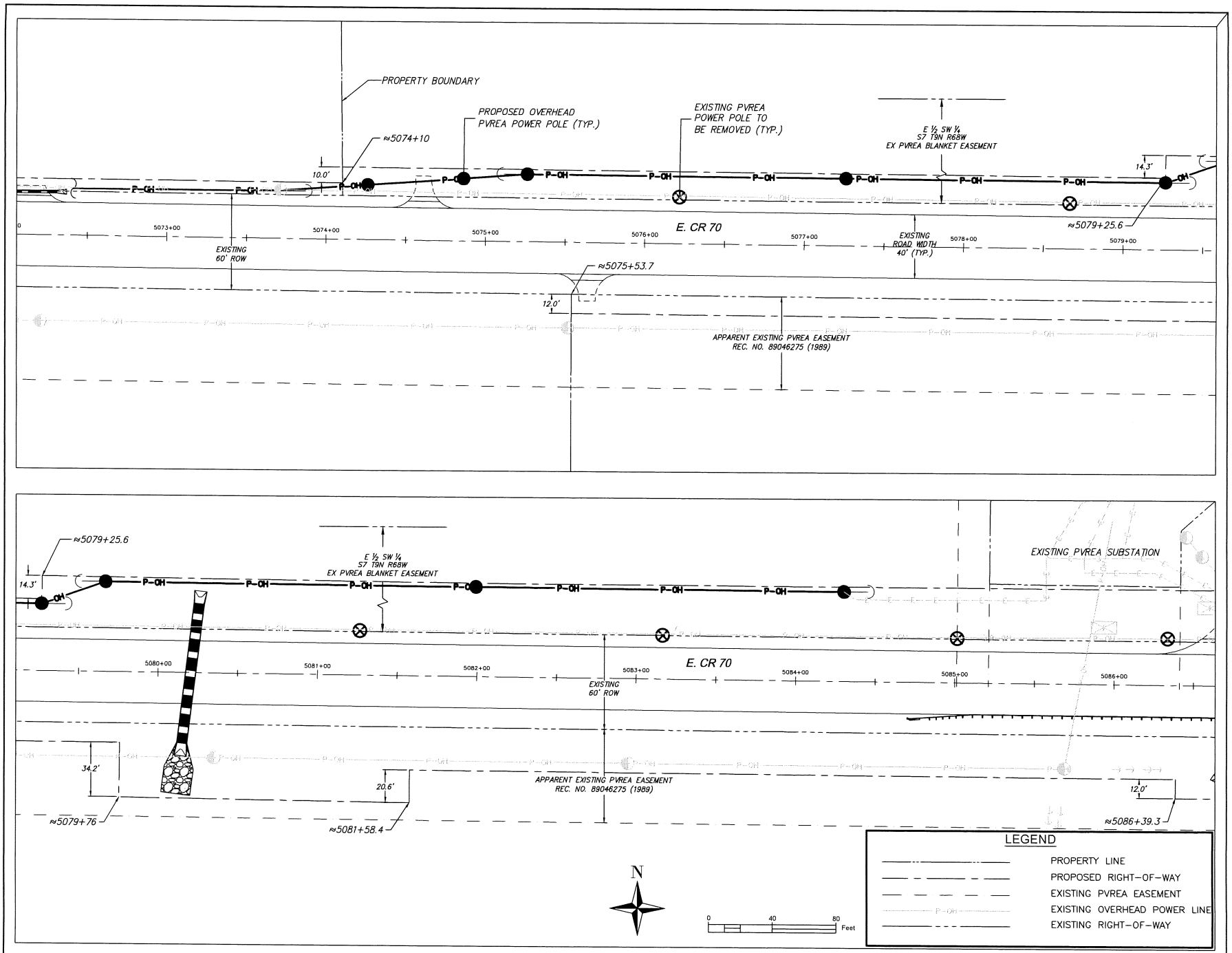
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R-2	
R-3	
R-4	
R-5	

LARIMER COUNTY ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

AS CONSTRUCTED	
NO REVISIONS:	
REVISED:	
VOID:	

CR70 WIDENING
(STA 5059-5072)

PROJECT NO. 329	
COUNTY ROAD 70 WIDENING BETWEEN CR 11 & CR 13	
SHEET NO.	1



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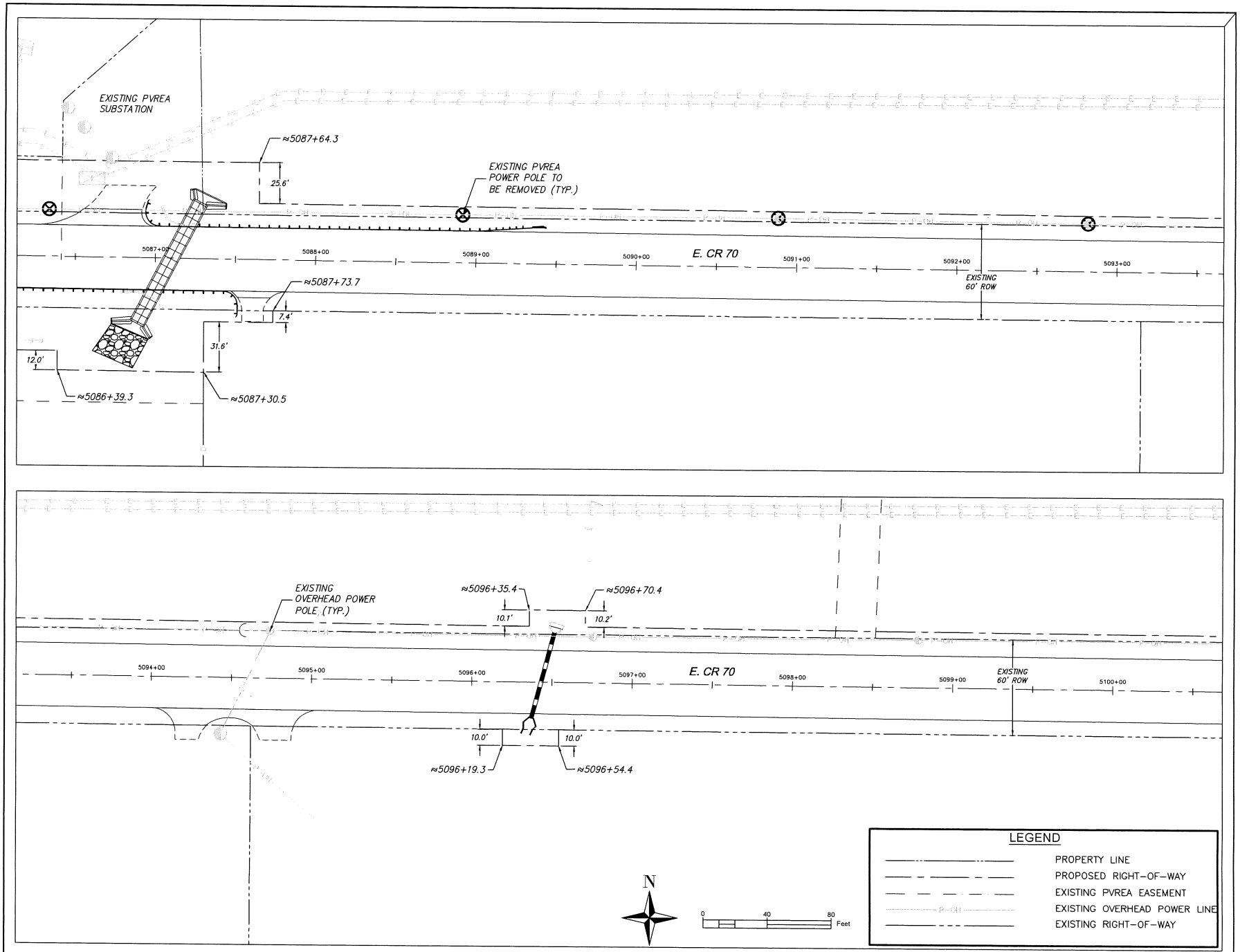
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LARIMER COUNTY ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

AS CONSTRUCTED	
NO REVISIONS:	
REVISED:	
VOID:	

CR70 WIDENING (STA 5073-5086)

PROJECT NO. 329	
COUNTY ROAD 70 WIDENING BETWEEN CR 11 & CR 13	
SHEET NO.	2



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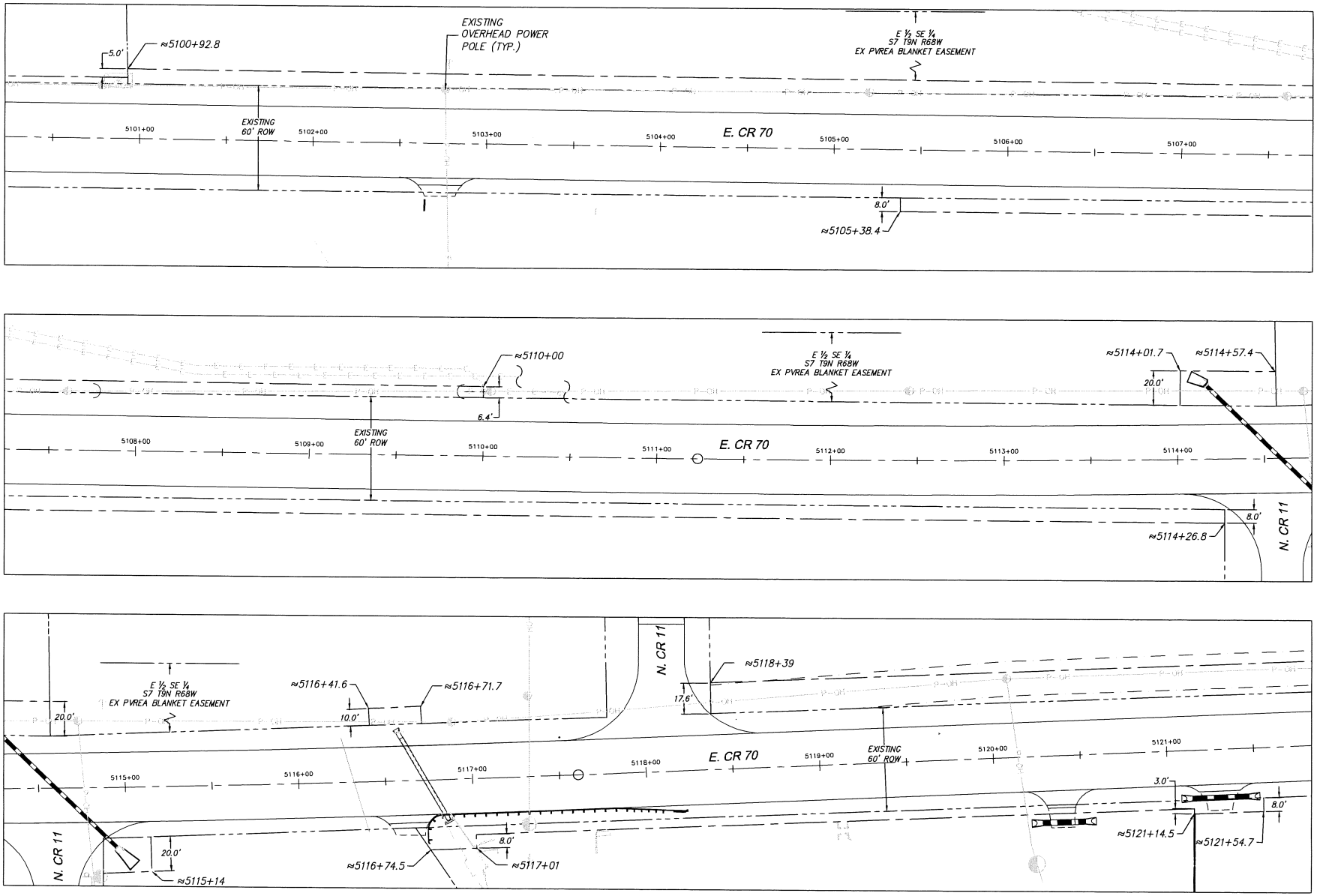
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LARIMER COUNTY ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

AS CONSTRUCTED	
NO REVISIONS:	
REVISED:	
VOID:	

CR70 WIDENING (STA 5087-5100)

PROJECT NO. 329	
COUNTY ROAD 70 WIDENING BETWEEN CR 11 & CR 13	
SHEET NO.	3



COMPUTER INFORMATION	
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MODIFICATION DATE:	--/--/--
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FILE NAME:	CR70_BTWN CR11-13_PVREA EXHIBIT.DWG

REVISIONS	
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R-2	
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R-5	

LARIMER COUNTY ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

AS CONSTRUCTED	
NO REVISIONS:	
REVISED:	
VOID:	

CR70 WIDENING (STA 5101-5121)

PROJECT NO. 329	
COUNTY ROAD 70 WIDENING BETWEEN CR 11 & CR 13	
SHEET NO.	4

Agreements

Item Name:

Document Title: Signal Behavioral Health Network-Substance Use Disorder Service Agreement

Submitted by: Emily Humphrey, Director

Department: Community Justice Alternatives

Description: FY26-27 agreement with Signal to provide chemical dependency and related behavioral health services to clients

Term: July 1, 2026 to June 30, 2027

Named Parties: Signal Behavioral Health Network and Larimer County Community Corrections

Total Dollar Amount: $1,035,000.00

Attachments:

1.	Final_Larimer County Community Corrections Department FY27 BHASO Agreement with CA Stamp	Final_Larimer County Community Corrections Department FY27 BHASO Agreement with CA Stamp.pdf
2.	FINAL for Signature_Larimer County Community Corrections Department FY27 BAA QSOA with CA Stamp	FINAL for Signature_Larimer County Community Corrections Department FY27 BAA QSOA with CA Stamp.pdf

BHASO Provider Contract

between

Signal Behavioral Health Network *and* Larimer County Community Corrections Department

Contents

Master Services Agreement 5

I. Statement of Ownership 5

II. Agency Obligations and Responsibilities; Incorporation by Reference 6

III. Term 6

IV. Record Retention and Access 6

V. Representations and Certifications 8

VI. Insurance 10

VII. Remedies for Noncompliance 11

VIII. Termination 12

IX. Effect of Suspension or Termination of Work 13

X. Disputes 13

XI. Use of Name and Services 13

XII. Notice of Litigation 14

XIII. Confidential Information 14

XIV. Closeout 14

XV. Indemnification 14

XVI. Requirements Related to Agency Financial Obligations 15

XVII. Independent Contractor 15

XVIII. Additional Terms 16

Part 1: BHASO Network General Provisions 20

Article 1.1: BHASO Overview 20

Article 1.2: Definitions and Acronyms 20

Article 1.3: Operating Provisions and Requirements 57
Part 2: Care Coordination 83
Article 2.1: Care Coordination 83
Article 2.2: Care Coordination for Individuals Under Involuntary Commitment 85
Parts 3 and 4: Behavioral Health Services 87
Article 3.1: Emergency and Crisis Behavioral Health Services 89
Article 3.2: Mobile Crisis Response 91
Article 3.3: Walk-in Crisis Services 97
Article 3.4: Crisis Stabilization Units 100
Article 3.5: Crisis Respite Services 104
Article 3.6: Withdrawal Management 107
Article 3.7: Behavioral Health Outpatient Services 109
Article 3.8: Medications for Opioid Use Disorder 112
Article 3.9: Contingency Management 115
Article 3.10: Child First Model 116
Article 3.11: Outpatient Competency Restoration 118
Article 3.12: Behavioral Health High Intensity Outpatient & Hospital Alternative Services 124
Article 3.13: Assertive Community Treatment 126
Article 3.14: First Episode Psychosis (ASCENT) 129
Article 3.15: Forensic Community-Based Services 132
Article 3.16: Youth Post-Crisis Stabilization Services for Children, Youth, and Families 135
Article 3.17: Substance Use Disorder and Co-Occurring Residential Services 138
Article 3.18: Mental Health Residential Services 141
Article 3.19: Youth Substance Use Disorder Residential Services 143
Article 3.20: Special Connections 144
Article 3.21: Community Based Circle Program 148
Article 3.22: Room and Board at Qualified Residential Treatment Programs for Children and Youth 150
Article 3.23: Mental Health and Substance Use Disorder Recovery Supports 152
Article 3.24: Recovery Community Organizations 154
Article 3.25: Recovery Residences 155

Article 3.26: Individual Placement and Support 155
Article 3.27: Recovery Coach Doula 158
Article 3.28: Outreach, Education, and Engagement Requirements 158
Article 3.29: School Based Mental Health Specialist 158
Article 3.30: Screening, Assessment, and Diagnosis 161
Article 3.31: Enhanced Standardized Screener and Assessment for Children and Youth 166
Article 3.32: Enhanced Standardized Assessments for County Departments of Human Services and the Division of Youth Services 170
Article 3.33: Transportation for Behavioral Health Service 175
Article 3.34: Children and Youth Mental Health Treatment Act 177
Article 3.35: Additional Family Services 182
Article 3.36: Strategic Individualized Remediation Treatment 183
Article 3.37: Substance Use Disorder Pre-Release Case Management 189
Article 3.38: Colorado System of Care for Children and Youth 191
Article 3.39: Sage Ridge Supportive Residential Community 198
Article 3.40: Pregnant and Parenting Women's SUD Services 201
Part 4: State Opioid Response Grant 205
Article 4.1: General Provisions (SOR) 205
Article 4.2: Medications of Opioid Use Disorder (SOR) 205
Article 4.3: Peer Navigators for Treatment Engagement (SOR) 207
Article 4.4: Peer Navigator Program Manager (SOR) 209
Article 4.5: Family Services (SOR) 211
Article 4.6: Individual Placement and Support (SOR) 212
Article 4.7: Mobile Health Units for MOUD Prescription (SOR) 214
Article 4.8: Mobile Opioid Treatment Program (OTP) Services (SOR) 216
Article 4.9: Recovery Residence Expansion (SOR) 219
Article 4.10: Recovery Living (SOR) 221
Article 4.11: Recovery Community Organization (RCO) Services (SOR) 221
Exhibit A: Reporting 223
Article 1: Overview 223
Article 2: CoBHRM and Encounters 223

Exhibit B: Funding Summary 225
Article 1: Funding Allocations 225
Article 2: Rates 226
Mental Health Services 226
Crisis Services 226
Substance Use Disorder Services 227
OTP Medication Assisted Treatment for Substance Use Disorder Services 228
Non-OTP Medication Assisted Treatment for Substance Use Disorder Services 229
STIRT Services 230
Family Services 230
Transportation 231
Involuntary Commitment Services 231
Article 3: Essential Behavioral Health Safety Net Provider Status 232

Master Services Agreement

This Master Services Agreement ("***Agreement***") is entered this **July 1, 2026,** by Signal Behavioral Health Network, a Colorado nonprofit corporation serving as a Behavioral Health Administrative Services Organization ("BHASO") (hereafter "***Signal***") pursuant to an agreement with the Colorado Behavioral Health Administration ("BHA") and Larimer County Community Corrections Department*)*, with its principal place of business located at 2255 Midpoint Drive Fort Collins, CO 80525 (hereafter "***Agency***") (each a "***Party***" and collectively the "***Parties***").

WHEREAS, in June 2025, Signal executed an agreement with the Colorado BHA to serve as a BHASO responsible for administering substance use disorder treatment services, crisis services, community mental health services, and other behavioral health related programs, and for providing a continuum of Behavioral Health Safety Net Services and Care Coordination in Regions 2, 3, and 4 ("***the BHASO Agreement***"). WHEREAS, activities under the BHASO Agreement are funded by multiple sources, including federal and state grant programs.

WHEREAS, Signal requires the services of health care providers and other entities to deliver the services required under the BHASO Agreement.

WHEREAS, the BHASO Agreement holds Signal accountable to the BHA for the proper expenditure of state and federal funds and for delivery of all services under the BHASO Agreement.

WHEREAS, Agency is experienced in providing one or more services required under the BHASO Agreement, as described in Parts 2 and 3 of Attachment 1 to this Agreement.

WHEREAS, Agency represents that it will provide the Services as part of the Signal BHASO Network to fulfill the BHASO Agreement's requirements in accordance with all applicable requirements under the BHASO Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants expressed in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Statement of Ownership

Agency and Signal hereby agree and acknowledge that they share no common ownership or control, nor do they share any employees or related parties with a financial interest in the other party to this Agreement.

II. Agency Obligations and Responsibilities; Incorporation by Reference

A. By entering into this Agreement, Agency shall be a BHASO Network Provider with Signal.
B. The term "this Agreement" includes all attachments thereto, including the Provider Contract set forth in Attachment 1 of this Agreement. Agency shall comply with all terms and conditions of this Agreement, as applicable.
C. Agency shall comply with all terms and conditions of the BHASO Agreement and Exhibits. The BHASO Agreement and its Exhibits shall constitute a part of this Agreement.
D. The Signal's BHASO Provider Manual shall constitute a part of this Agreement and Agency shall comply with all policies, procedures, and requirements set forth in the Signal Provider Manual, as may be amended from time to time. Signal shall promptly notify Agency of any amendments or modifications to the BHASO Agreement or Provider Manual.
E. Agency shall make good faith efforts to assist Signal in meeting all requirements of the BHASO Agreement.
F. Agency shall perform the services identified in Part 3 of the Provider Contract, as set forth in Attachment 1 and which constitutes a part of this Agreement, (the "***Services***"), in a manner that is satisfactory to Signal and consistent with the requirements of this Agreement (including its attachments), the BHASO Agreement, the Provider Manual, directives from BHA, and applicable statutes and regulations.

G. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner, consistent with applicable laws and regulations.

III. Term

The term of this Agreement shall conclude on **June 30, 2027,** unless otherwise terminated by the Parties pursuant to the terms herein.

IV. Record Retention and Access

A. Maintenance of Records.

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

B. Retention Requirements.

All records related to this Agreement must be retained for a period of three years from the date of submission of the final financial report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. Exceptions to this requirement are as follows:

1. Records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained for 3 years after final disposition.
2. When Agency is notified in writing by Signal, the BHA, the federal government, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
3. The records for real property and equipment acquired with the support of federal funds must be retained for 3 years after final disposition.
4. The records for program income earned after the period of performance must be retained for three years from the end of Agency's fiscal year in which the program income is earned. This only applies if the federal government, BHA, or Signal requires Agency to report on program income earned after the period of performance.
5. The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
   i. If submitted for negotiation. When a proposal, plan, or other computation must be submitted to the federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
   ii. If not submitted for negotiation. When a proposal, plan, or other computation is not required to be submitted to the federal government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

C. Access to Records.

The BHA, federal agency, cognizant Inspectors General, the Comptroller General of the United States, and Signal or any of their authorized representatives, have the right of access to any records of the Agency which are pertinent to this Agreement, in order

to perform monitoring activities and audits. This right also includes timely and reasonable access to Agency's personnel for the purpose of interview and discussion related to such documents. Upon Signal's request, the Agency shall provide access to all records and personnel related to this contract, including those associated with payments made directly to the Agency as a contractor and payments passed through by the Agency to any subcontractors or subrecipients. Agency shall ensure that Signal can access subcontractor and sub-recipient financial information and financial statements, including personnel and payroll records as needed or appropriate, as well as access to subcontractor/subrecipient personnel for the purpose of interview and discussion related to such documents.

V. Subcontract or Subgrant

A. Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of Signal. Agency shall submit to Signal a copy of each such subgrant or subcontract upon request by Signal. All subgrants and subcontracts entered into by Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and Signal to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

B. Except as herein specifically provided otherwise, the duties and obligations of the Agency arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of Signal. The subgrants and subcontracts permitted by Signal shall be subject to the requirements of this contract. The Agency is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Agency warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Agency warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless Signal. The subgrantors or subcontractors must be certified to work on any service for which their services are obtained

VI. Representations and Certifications

A. Suspension & Debarment.

Agency certifies that neither it nor any of its principals, directors, or officers are presently suspended, debarred, or excluded from, or otherwise ineligible to participate in federal financial assistance programs, federal procurements, or federal health care programs. Agency shall not award any lower tier subaward or contract to a party that is suspended, debarred, excluded from, or is otherwise ineligible to participate in federal assistance, procurement, or health care programs by. Agency shall determine if a party has received a notice of proposed debarment, been suspended, debarred, excluded, or is otherwise ineligible to participate in federal assistance, procurement, or health care programs by checking such information in the System for Award Management (SAM.gov) and the U.S. Department of Health and Human Services Office of Inspector General Exclusion Database. Agency shall ensure that all lower tier subrecipients and contractors comply with these requirements.

B. Licensure.

Agency represents and warrants that it is currently, and for the duration of this Agreement shall remain, licensed, designated, and/or certified in accordance with the laws of the State of Colorado to provide the services contemplated by this Agreement, including, without limitation, licensure or designation by the Colorado Department of Human Services, Behavioral Health Administration, and if applicable, Colorado Department of Public Health and Environment. Agency further covenants, warrants, represents and agrees that each Skilled Professional or Licensed Mental Health Professional is appropriately licensed or certified by the State of Colorado, as required by law, and shall provide documentation of such licensure and/or certification to Signal upon request.

C. Lobbying.

Agency certifies that it has not used any federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Agency must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

D. Tax Liability and Felony Conviction.

Agency represents and warrants that it has no delinquent Federal tax liabilities or felony convictions under Federal law.

VII. Insurance

Agency shall procure, at its own cost and expense, and maintain for the duration of this Agreement, the following insurance coverage as described in this section. Agency shall obtain and maintain, and ensure that each subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement to the extent that such insurance policies are required. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better.

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

B. General Liability: Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    1. $1,000,000 each occurrence;
    2. $1,000,000 general aggregate;
    3. $1,000,000 products and completed operations aggregate; and
    4. $50,000 any single fire.

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

D. Protected Information: Liability insurance covering all loss of BHA "Confidential Information," such as personally identifiable information ("PII"), protected health information ("PHI"), payment card industry ("PCI") data, tax information, and criminal justice information ("CJI"), and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

    1. $1,000,000 each occurrence; and
    2. $2,000,000 general aggregate.
    3. Notwithstanding subsections (D)(1) and (2) above, if Agency has BHA Confidential Information for 10 or fewer individuals or Agency revenues of $250,000 or less, Agency shall maintain limits of not less than $50,000.
    4. Notwithstanding subsections (D)(1) and (2) above, if Agency has BHA Confidential Information for 25 or fewer individuals or Agency revenues of $500,000 or less, Agency shall maintain limits of not less than $100,000.

E. Professional Liability Insurance: Professional liability insurance for any Skilled Professionals or Licensed Mental Health Professionals covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
    1. $1,000,000 each occurrence; and
    2. $1,000,000 general aggregate.

F. Additional Insured: BHA shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Agency and Subcontractors.
G. Colorado Government Immunity Act Applicability: If Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, 24-10-101, et. seq., C.R.S. (the "GIA"), the Agency shall maintain, in lieu of the liability insurance requirements stated above, at all times, during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA with respect to unwaived state law tort claims only. If a subcontractor of Agency (where permissible) is a public entity with the meaning of the GIA, Agency shall ensure that the subcontractor maintain at all times during the terms of the Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the subcontractor's obligations under the GIA with respect to unwaived state law tort claims only.

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days' notice to Agency and Agency shall forward such notice to Signal within seven days of Agency's receipt of such notice.

Agency and all of its subcontractors shall provide certificates showing insurance coverage required hereunder to Signal upon execution of this Agreement. No later than 15 days prior to the expiration date of any such coverage, Agency and each subcontractor shall deliver to Signal certificates of insurance evidencing renewals thereof.

VIII. Remedies for Noncompliance

A. If Agency fails to comply with the federal or state statutes, regulations, or the terms and conditions of this Agreement, Signal may impose additional conditions on Agency:
    1. Requiring a corrective action plan;
    2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
    3. Requiring additional, more detailed financial reports;
    4. Requiring additional project monitoring;
    5. Requiring Agency to obtain technical or management assistance; and/or
    6. Establishing additional prior approvals;

7. Such other remedies specified in the BHASO Agreement.

B. If Signal determines that noncompliance cannot be remedied by imposing additional conditions, Signal may take one or more of the following actions, as appropriate in the circumstances:
   1. Temporarily withhold cash payments pending either correction of the deficiency by Agency or more severe enforcement action.
   2. Disallow (that is, deny use of funds for) all or part of the cost of the activity or action not in compliance.
   3. Wholly or partly suspend or terminate the Agreement.
   4. Withhold further subawards for the project or program.
   5. Take other remedies that may be legally available.

C. In the event Signal is sanctioned by BHA as a proximate cause of Agency's performance, Agency shall reimburse Signal all of Signal's reasonable and necessary expenses for such sanctions or corrective action.

D. As an alterative remedy to the above, and at Signal's sole discretion, in the event of any service level failure or 24/7 service interruption by Agency (a "Disruption"), Signal may require Agency to pay to Signal $300 per day that such Disruption persists as liquidated damages (the "Liquidated Damages"). Signal shall have the right, but not the obligation, to offset payments owed to Agency under this Agreement by any incurred Liquidated Damages. The Parties agree that because of the difficulty of accurately proving future loss and the non-feasibility of obtaining an adequate remedy in the event of Agency's Disruption, the Liquidated Damages represent a reasonable estimate of the presumed actual damages of Signal and are intended to be fair compensation to Signal for Agency's Default. Alternatively, and in lieu of the Liquidated Damages, Signal may recover its actual damages resulting from Agency's Disruption.

IX. Termination

A. Termination for Cause.

Signal may terminate this Agreement for cause if Agency fails to cure any default under or in connection with this Agreement within thirty (30) days of Agency receiving written notice of such default. Such written notice shall describe the default and the procedure by which Agency can cure the default, if any. In the event this Agreement is terminated for cause, Signal will only reimburse the Agency for accepted work or deliverables performed up to the date of termination. Final payment to the Agency may be withheld in Signal's sole discretion until completion of a final audit. Notwithstanding the above, the Agency may be liable to Signal for damages

that Signal incurs related to the BHASO Agreement due to Agency's failure to comply with this Agreement.

B. Termination for Convenience.

Signal or the Agency shall have the right to terminate this Agreement by giving the non-terminating party at least ninety (90) days prior written notice.

C. Immediate Termination.

This Agreement is subject to immediate termination by Signal upon the occurrence of any of the following events: (i) Signal's determination that the health, safety, or welfare of persons receiving services may be in jeopardy; (ii) suspension or revocation of the Agency's license, designation, or certification to provide mental health services; (iii) the cancellation or termination of the Agency's liability insurance as required by this Agreement, without replacement coverage having been obtained; (iv) Agency's suspension, debarment, or exclusion from participating in federal financial assistance programs, federal procurements, or federal health care programs (including Medicare, Medicaid, and TRICARE); (v) Signal's verification that the Agency has engaged in or is about to participate in fraudulent or other illegal acts; (vi) Agency is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent or is unable to pay its debts, or files or is taken into bankruptcy; (vii) a Material Adverse Effect, as defined in Section XVI.A.2, below; or (vi) the expiration or termination of the BHASO Agreement.

X. Effect of Suspension or Termination of Work

Any notice from Signal of a suspension or termination of this Agreement shall include the effective date of such suspension or termination. Costs incurred after the effective date of a suspension or termination shall not be allowable unless expressly authorized by Signal.

XI. Disputes

Removed.

XII. Use of Name and Services

Agency agrees to allow Signal or its designee to list its name, address, and telephone number in advertising Signal's program of behavioral health care services, provided, however, that such advertising shall be done in accordance with all applicable laws and regulations and in a manner and format mutually agreed upon by the parties. Signal agrees to allow Agency to indicate its affiliation with Signal in its advertising provided, however, that such advertising shall be done in accordance with all applicable laws and regulations and in a manner and format mutually agreed upon by the parties.

XIII. Notice of Litigation

Agency shall promptly notify Signal in the event that Agency or any of its Skilled Professionals or Licensed Mental Health Professionals learn of any actual litigation that involves services provided under this Agreement. Agency, within five calendar days of service of a Summons, Complaint or other pleading filed in any court or administrative or regulatory agency, shall deliver copies of any such document(s) to Signal.

XIV. Confidential Information

The Agency shall protect the confidentiality of all records and other materials containing personally identifiable information that are maintained in accordance with this Agreement. Except as provided by law, no information in possession of the Agency about any individual client shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian or BHA. The Agency shall have written policies governing access to, duplication and dissemination of, all such information and shall advise its agents, if any, that they are subject to these confidential requirements. The Agency shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. Agency is subject to the Colorado Open Records Act ("CORA") and Signal acknowledges that this Contract is disclosable to the public pursuant to CORA. Additionally, Signal understands that other records and information related to this Contract may be subject to public disclosure pursuant to CORA, and the Agency will release any such records per the requirements of CORA. The Agency shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.

XV. Closeout

A. Agency shall submit all financial, performance, and other reports as required by the terms and conditions of this Agreement and the BHASO Agreement within forty-five (45) days (or earlier if required by the BHA) of the conclusion of its work under this Agreement. The final invoice shall account for all reasonable and allowable costs that were not requested for reimbursement in previous regularly scheduled monthly invoices. Notwithstanding the foregoing, untimely invoices shall be paid at the sole discretion of Signal.
B. Payment of final invoice may be withheld until all reporting obligations and obligations related to have been satisfied of this Agreement have been fulfilled.

XVI. Indemnification

A. Removed.
B. Removed.
C. Removed.

XVII. Requirements Related to Agency Financial Obligations

A. Definitions.

For purposes of this subsection:

1. "Financial Obligation" means, as to Agency, any provision of any loan or credit agreement, instrument, indenture or other undertaking to which Agency is a party or by which it or any of its property is bound.
2. "Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of Agency; or (b) a material adverse effect on the ability of Agency to perform its obligations under this Agreement.

B. Notice.

Agency shall promptly, but in any event within two (2) business days after the occurrence thereof, notify Signal of (a) any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect and (b) the breach or non-performance of, or any default under, any Financial Obligation. Each such notice shall be accompanied by a statement of an officer of Agency setting forth details of the occurrence referred to therein and to the extent applicable, stating what action Agency has taken and proposes to take with respect thereto.

C. Covenant to Provide Financial Information.

Agency shall provide to Signal not later than five (5) business days after receipt thereof by Agency or any subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Financial Obligation regarding or related to any breach or default by any party thereto and, from time to time upon request by Signal, such information and reports regarding such Financial Obligations as Signal may reasonably request.

D. Indemnification for Claims Arising from Agency's Financial Obligations.

Removed.

XVIII. Independent Contractor

Agency shall perform its duties hereunder as an independent contractor, and not as an employee, of Signal. Neither Agency nor any agent or employee of Agency shall be deemed to be an agent or employee of Signal or BHA. Agency shall pay when due all required employment taxes and

income tax withholding, shall provide and keep in force Worker's Compensation (and provide proof of such insurance upon request) and Unemployment Compensation Insurance in the amounts required by law, and shall be solely responsible for the acts of the Agency, its employees, and agents.

XIX. Additional Terms

In addition to the obligations of Agency set forth herein, Agency also agrees to the following additional terms applicable to all Agency Services:

A. Professional Conduct Expected. The Parties are expected to conduct themselves in all regards, including but not limited to the performance of Agency Services, in a professional and courteous manner.

B. Compliance with Law. Agency shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

C. Legal Authority. The Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and bind the Agency to its terms. The person(s) executing this Agreement on behalf of the Agency warrant(s) that such person(s) have full authorization to execute this Agreement.

D. Non-Discrimination. Agency shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, sexual orientation, age, sex, disability, or other protected class. Agency agrees that all facilities utilized by Agency in performing services under this Agreement shall be physically accessible in accordance with the Americans with Disabilities Act.

E. Amendment; Waiver. This Agreement may not be amended or modified except in a writing duly executed by both Parties. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties. Any such waiver will constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

F. Assignment Prohibited. Neither Party may assign this Agreement or any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party and each Party acknowledges that, absent such prior written consent, any attempted assignment or delegation hereunder will be null, void and of no effect. Subject to compliance with this subparagraph, this Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

G. Benefit and Right of Action. Except as specifically provided otherwise herein, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to Signal and the Agency. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person or party. It is the express intent of Signal and the Agency that any such third person or party, other than Signal or the Agency, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

H. Headings: The headings of the sections and subsections of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

I. Notice: Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service to the below addresses. Such notice will be deemed effective upon its receipt.

Signal: Signal Behavioral Health Network
Attention: Daniel Darting, Chief Executive Officer
6130 Greenwood Plaza Boulevard, Suite 150
Greenwood Village, CO 80111

Agency: Larimer County Community Corrections Department
Alexis Ongley, Director, Larimer County Commissioner
2255 Midpoint Drive
Fort Collins, CO 80525

J. Responsibility: Each party shall be solely responsible for the actions and/or omissions of its employees, contractors and agents in implementing the objectives of this Agreement.

K. Severability: All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable, the rest of the Agreement shall remain in effect, provided that its general purposes are still reasonably capable of being affected.

L. Venue; Choice of Law: Both parties agree that Colorado shall be the venue for any court or other proceedings. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to the conflict of law provisions thereof.

M. Waiver: A waiver by any Party to this Agreement of any of its terms or conditions in any one instance shall not be deemed or construed to be a general waiver of such terms or conditions.

N. Binding Effect: The covenants and conditions contained herein will apply to and bind the successors, representatives and permitted assigns of the Parties hereto.

O. Counterparts: This Agreement may be executed in counterparts, which parts taken together shall constitute this Agreement. Faxed, scanned or electronic signatures are considered binding and may be accepted by either Party as original.

P. Survival: If this Agreement terminates, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive expiration or termination.

Q. Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, discussions, reports and understandings between the Parties with respect to the subject matter herein.

R. Interpretation and Conflict. Any ambiguity in this Agreement shall be interpreted to permit Signal and Agency's compliance with the BHASO Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, schedule, or other description or term related to the Agency's Services and/or the performance thereof, this Agreement's provisions shall govern.

S. Effective Date: Upon the full execution of this Agreement, the effective date of this Agreement shall be the last date of signature of this Agreement (the "***Effective Date***"). Funds received pursuant to this Agreement may not be used to support activities conducted prior to the Effective Date of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the Parties below.

SIGNAL (BHASO)

Dated: _____ By:_____
Printed Name: Daniel Darting
Title: CEO

Larimer County Community Corrections Department (Agency)

Dated: _____ By: _____
Printed Name: Jody Shadduck-McNally
Title: Chair, Larimer County Commissioner

Agency Tax Number: 84-6000779

Attest:

_____
Deputy Clerk

Approved as to form:

_____
Assistant County Attorney

Attachment 1: Provider Contract

Part 1: BHASO Network General Provisions

Article 1.1: BHASO Overview

1.1.1. BHASOs, Defined. Behavioral Health Administrative Services Organizations ("BHASOs") are regionally formed administrative organizations with which BHA contracts to establish, administer, and maintain adequate networks of Behavioral Health Safety Net Services and Care Coordination. (C.R.S. § 27-50-401(1)).

1.1.2. Objectives. The BHASO shall provide utilization and access, quality, fiscal, and data management for the Safety Net Services within its Region(s). The BHASO shall form networks to provide and coordinate behavioral health services for adults, children, youth, and families. The BHASO shall also provide some care coordination services directly.

1.1.3. BHASOs and Colorado's Behavioral Health Safety Net.

1.1.3.1. As set forth in C.R.S. 27-50-301(1); the Behavioral Health Safety Net System is a comprehensive and standardized behavioral health system throughout the state that must include Behavioral Health Safety Net Services for children, youth, and adults along a continuum of care. The Behavioral Health Safety Net System represents the portion of the state's behavioral health system that is publicly funded. The Safety Net System is critical in ensuring all Individuals experiencing behavioral health challenges can access Behavioral Health Safety Net Services along the continuum of care, regardless of the severity of their need or their ability to pay.

1.1.3.2. BHA has three roles as it relates to the Behavioral Health Safety Net System:

1.1.3.2.1. Setting up conditions,

1.1.3.2.2. Directly regulating, and

1.1.3.2.3. Delivering funds within the Safety Net System.

1.1.3.3. The BHASOs are the main mechanism by which BHA delivers funds within the Safety Net System. The BHASOs utilize BHA funds to contract with a network of Safety Net Providers and the Individual Provider Network to provide the Safety Net Services.

1.1.3.4. BHA and the BHASOs will each have a role in monitoring the availability and quality of services that are provided to Individuals in Colorado, assessing the adequacy of funds available for care delivery, and in making recommendations on what resources are needed for an effective Behavioral Health Safety Net System.

Article 1.2: Definitions and Acronyms

1.2.1. Definitions:

“27-65; or 27-65 Program”: The Care and Treatment of Persons with Mental Health Disorders outlined in Colorado law (C.R.S. §27-65-101, et seq.). This law includes the procedures and oversight of involuntary care and treatment of individuals with mental health disorders. These services include but are not limited to 72-hour mental health holds; Involuntary Transportation Holds; Short-Term Mental Health Certifications; Long-term Involuntary Care and Treatment; Court-Ordered Evaluations; and Involuntary Medications. The State of Colorado requires all facilities that perform 27-65 procedures submit data to the Behavioral Health Administration to ensure Individual safety and maintain standards of care.

“988 / 988 Colorado Mental Health Line”: the 988 Colorado Mental Health Line, part of the National Suicide Prevention Lifeline. The 988 Colorado Mental Health Line is a national network of local crisis centers that provide free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States.

“Acute Treatment Units (ATU)”: an Agency or a distinct part of an Agency, with an endorsement for short-term psychiatric care, which may include treatment for substance use disorders, that provides a twenty-four-hour, therapeutically planned and professionally staffed environment for individuals who do not require inpatient hospitalization but need more intense and individualized services than are available on an outpatient basis, such as crisis management and stabilization services.

“Adult Protective Services (APS)”: APS investigates allegations of physical and sexual abuse, caretaker neglect, exploitation and harmful acts (collectively referred to as "mistreatment") and self-neglect of at-risk adults. APS offers protective services to improve the health, safety, and welfare of at-risk adult(s) experiencing mistreatment or self-neglect. APS uses community-based services and resources, health care services, family and friends when appropriate, and other support systems while protecting the at-risk adult's right to confidentiality, self-determination, and least-restrictive intervention.

“Appropriateness”: means the provision of treatment services consistent with the Individual's identified clinical needs and level of functioning.

“Ascent”: a holistic, community-based program that implements the Coordinated Specialty Care model for First Episode Psychosis (FEP) to provide intensive outpatient treatment and support.

“Assertive Community Treatment (ACT)”: a program that offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness.

"Assistance Listing": refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA).

"At-Risk of Homelessness": an individual or family who are experiencing housing instability such as being on the verge of losing their housing for behavioral health (i.e. serious and/or persistent mental illness, hospitalization, entering/exiting institutionalization, crisis intervention, etc.), fallen behind or unable to make their rental or mortgage payments for any given reason including lack of immediate additional resources. Individuals or families who are being displaced, or experiencing additional barriers such as lacking familial support, fleeing partner intimate violence or human trafficking, are justice involved, or have a mental/physical disability. Additionally, individuals or families who are living in hotels/motels, couchsurfing, individuals doubling-up in one household or multiple families living in one household, youth with a history of running away, unaccompanied children or youth, children and youth involved in the child welfare, foster care, or juvenile justice system, and individuals living in their vehicles including recreational vehicles (i.e. recreational vehicles, motorhomes, campervans, coaches, caravans, travel trailers, campers, or popup campers).

"Behavioral Health": as defined in C.R.S. §27-50-101(1): An individual's mental and emotional well-being and actions that affect an individual's overall wellness. Behavioral health issues and disorders include substance use disorders, mental health disorders, serious psychological distress, serious mental disturbance, and suicide and range from unhealthy stress or subclinical conditions to diagnosable and treatable diseases. "Behavioral health" also describes service systems that encompass promotion of emotional health and prevention and treatment services for mental health disorders and substance use disorders.

"Behavioral Health Accounting and Auditing Guidelines": guidelines for recording and reporting revenues and expenses of Colorado's behavioral health services delivery system and provide a comprehensive cost reporting system for Colorado's behavioral health providers.

"Behavioral Health Administration (BHA)": Behavioral Health Administration was established in July 2022 by HB21-1097 to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs across all payers. It is the lead entity to ensure there is a transparent and accountable system in place that results in better behavioral health outcomes for all people in Colorado.

"Behavioral Health Administration Advisory Council (BHAAC)": The BHA Advisory Council (BHAAC) is a group of people with lived experience who applied for and were selected to ensure there is public accountability and transparency across the activities of the BHA. The inclusion of the BHAAC is codified in legislation and the BHAAC began activities in 2022.

"Behavioral Health Administration, Administrative Rule": BHA is responsible for regulating the provision of behavioral health services in Colorado by developing and monitoring reasonable and proper rules and regulations. The State Board of Human Services passed the updated BHA Provider Rules (adopted November 3, 2023), setting the foundation for new rules and regulations to take effect for behavioral health providers beginning on January 1, 2024.

"Behavioral Health Administrative Service Organization (BHASO)": An organization that contractually administers substance use disorder treatment services (historically managed by Managed Service Organizations), crisis services (historically managed by Administrative Service Organizations), community mental health services (historically offered by Community Mental Health Centers), and other behavioral health related programs historically operated by the BHA. The BHASOs will manage a network to provide a continuum of Behavioral Health Safety Net Services and Care Coordination in their regions. BHASOs will also be expected to interface and align with the Regional Accountable Entities that manage services and provide Care Coordination for Medicaid members.

"Behavioral Health Entity (BHE)": a facility or provider organization engaged in providing community-based health services, which may include behavioral health disorder services, alcohol use disorder services, or substance use disorder services, including crisis stabilization, acute or ongoing treatment, or mental health services.

"Behavioral Health Provider": As defined in C.R.S. 27-50-101(6); a recovery community organization as defined in C.R.S. 27-80-126, a recovery support services organization as defined in C.R.S. 27-60-108, or a licensed organization or professional providing diagnostic, therapeutic, or psychological services for behavioral health conditions. Behavioral Health Providers include a residential childcare facility, as defined in C.R.S. 26-6-903(29), and a federally qualified health center.

"Behavioral Health Safety Net Provider": Comprehensive Community Behavioral Health Providers and Essential Behavioral Health Safety Net Providers.

"Behavioral Health Safety Net Services": As defined in C.R.S. 27-50-301(3)(a):

(a) Emergency or crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Behavioral health residential services;
(e) Withdrawal management services;
(f) Behavioral health inpatient services;
(g) Mental health and substance use recovery supports;

(h) Integrated care services;
(i) Care management;
(j) Outreach, education, and engagement services;
(k) Outpatient competency restoration;
(l) Care coordination;
(m) Hospital alternatives;
(n) Screening, assessment, and diagnosis, including risk assessment, crisis planning, and monitoring to key health indicators; and
(o) Additional services that the BHA determines are necessary in a region or throughout the state.

“Behavioral Health Services”: mental health, substance use, and/or co-occurring services.

“Behavioral Health Task Force (BHTF)”: On April 8, 2019, Governor Jared Polis directed the Colorado Department of Human Services to spearhead Colorado’s Behavioral Health Task Force. The mission of the task force was to evaluate and set the roadmap to improve the current behavioral health system in the state. In September 2020, the task force released its blueprint, as well as several other reports, that outline our vision for reform.

“Behavioral Health Secure Transportation” : transportation provided to individuals receiving behavioral health treatment.

“Bridge Housing”: typically does not set timeframes for residences, is accompanied by tenancy supportive services (TSS), and provides a temporary place for those who have been matched with a supportive housing opportunity, Permanent Supportive Housing or Rapid Re-Housing, to safely reside while waiting to finalize the logistics necessary to utilize a voucher or other form of rental assistance.

“Bridges Court Liaison Program”: The Bridges Program dedicates local behavioral health professionals as court liaisons (court liaisons) in each judicial district to facilitate communication and collaboration among judicial, health care, and behavioral health systems.

“Business Associate Agreement (BAA)”: an agreement between a HIPAA covered entity and a business or individual that performs certain functions or activities on behalf of, or provides a service to, the covered entity when the function, activity, or service involves the creation, receipt, maintenance, or transmission of Protected Health Information (PHI) by the business or individual.

"Business Day": refers to any day in which normal business operations are conducted. This is generally considered to be Monday through Friday from 9 a.m. to 5 p.m. local time and excludes weekends and public holidays.

"Calendar Day": refers to every day on the calendar, i.e. all 365 days of the year (366 if it is a leap year).

"Capacity / Capacity Budget": The capacity-based budget model utilizes a cost and revenue center approach whereby total costs and revenues are isolated, accumulated, adjusted by revenue recognized from other payers in accordance with GAAP. BHASO covers the unfunded remainder of the costs to maintain service capacity. The unfunded costs covered by BHASO are limited to the not-to-exceed amount of the Contract(s).

"Care Coordination": services that support Individuals and families and initiate care and navigating crisis supports, mental health and substance use disorder assistance, and services that address the social determinants of health, and preventive care services.

"Care Management": outreach-focused high-intensity support to individuals who may have complex needs, be involved in multiple systems, and/or require additional support to achieve whole person health.

"Care Navigation Line": services include independent screening of the treatment needs of the Individual using nationally recognized screening criteria to determine the correct level of care; the identification of licensed or accredited treatment options across the continuum of care; and the availability of various treatment options for the Individual.

"Case Management Agency": Case Management Agency means a public, private, or non-governmental non-profit Agency that meets all applicable state and federal requirements and is certified by HCPF to provide Case Management services for Home and Community-Based Services waivers.

"CDPHE Opioid Antagonist Bulk Purchase Fund": allows eligible entities to purchase opiate antagonists, such as naloxone or Narcan, at low or no cost.

"Certified Community Behavioral Health Clinic": a type of health clinic in the United States that treats mental health and substance abuse disorders regardless of the patient's health insurance status and ability to pay for care. Certified Community Behavioral Health Clinics are funded through Medicaid or SAMHSA grants.

“Certified Recovery Coach”: a peer-based recovery service that is non-clinical and designed to engage others beyond recovery initiation through stabilization and into recovery maintenance.

“Child and Adolescent Needs and Strengths (CANS)”: a multi-purpose tool developed for children’s services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS was developed to facilitate the linkage between the assessment process and the design of individualized service plans including the application of evidence-based practices.

“Children and Youth Mental Health Treatment Act (CYMHTA)”: is a program that provides access to mental health treatment to children and youth who are at risk of out-of-home placement, to prevent unwarranted child welfare involvement. Parents experience challenging circumstances when their children have significant mental health needs, which can result in a behavioral health crisis, putting children at risk of out-of-home placement.

“Children and Youth with Special Health Care Needs (CYSHCN)”: HRSA Maternal and Child Health Bureau defines Children and Youth with Special Health Care Needs as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.”
Link to definition:
https://mchb.hrsa.gov/sites/default/files/mchb/programs-impact/nsch-cshcn-data-brief.pdf

“Civil Forfeiture Report”: Civil forfeiture is a procedure used by the federal and state governments to seize assets without filing a criminal charge. The process is intended to disrupt complex criminal operations, like drug trafficking rings. The Civil Forfeiture Reform Act requires State and local law enforcement agencies authorized to effect civil forfeitures to biannually report:

(a) Specified information, if known, about forfeiture cases resulting in proceeds for Agency
(b) The amount of proceeds received from such cases
(c) A categorization of the expenditure of proceeds
(d) The retained balance of the forfeiture proceeds

“Closeout Period”: begins on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by BHA of non-renewal. The Closeout Period shall end on the day that BHA has accepted the final deliverable for the Closeout Period, as determined in the BHA-approved and updated Closeout Plan and has determined that the closeout is complete.

“Closeout Plan”: describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to BHA or

to another contractor selected by BHA to be the BHASO contractor after the termination of the Contract. The Closeout Plan shall also designate an Individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with BHA and any other contractor to minimize the impact of the transition on Individuals and BHA.

“COACT”: a project supported by the Substance Abuse and Mental Health Services Administration (SAMHSA) to expand and sustain the System of Care approach for children and adolescents ages 0-21 with serious behavioral health challenges and their families.

“Colorado Behavioral Health Reporting Model (CoBHRM): BHA’s streamlined data submission for mental health and substance use disorder admissions and discharges.

“Colorado Bureau of Investigation (CBI)”: the CBI is intended to support and assist local, county and state criminal justice agencies through the provision of professional investigative and forensic laboratory services, as well as the management and administration of criminal justice records and data sharing.

“Colorado Comprehensive Assessment Record (CCAR)”: a clinical instrument designed to assess the behavioral health status of a consumer in treatment. The tool can be used to identify current clinical issues facing the consumer and to measure progress during treatment.

“Colorado Crisis Services (CCS)”: the statewide behavioral health crisis response system offering mental health resources, substance use, or emotional crisis help, and information and referrals.

“Colorado Daylight Partnership Learning Collaboratives”: Daylight Partnership assists local community health centers throughout Colorado in Advancing access to and enhancing behavioral healthcare services for deaf, hard of hearing and deafblind Coloradans.

“Colorado Open Records Act (CORA)”: means the Colorado Open Records Act, C.R.S. §§24-72-200.1 et. seq.

“Colorado Revised Statutes (C.R.S.)”: the codified general and permanent statutes of the Colorado General Assembly.

“Columbia Suicide Severity Rating Scale (C-SSRS)”: a suicidal ideation and behavior rating scale created by researchers at Columbia University, University of Pennsylvania, University of Pittsburgh and New York University to evaluate suicide risk.

"Community Mental Health Center (CMHC)": As formerly defined in C.R.S. 25-1.5-103; formerly, either a physical plant or a group of services under unified administration and including at least the following: Inpatient services; outpatient services; day hospitalization; emergency services; and consultation and educational services, which services are provided principally for persons with behavioral or mental health disorders residing in a particular community in or near which the facility is situated. This designation is no longer active but is included in this agreement where necessary for historical context.

"Community Reinforcement Approaches": a psychosocial intervention for individuals with alcohol and other substance use disorders that has been adapted for several populations, including adolescents and family members of individuals resistant or reluctant to enter treatment.

"Community Supervision Tool (CST)": used to assess the risk of reoffending and identify criminogenic needs to assist in supervision planning.

"Competency Individuals": individuals who the court has ordered a competency evaluation, deemed incompetent to proceed, and/or ordered to complete restoration services.

"Competency Restoration": The process used when an individual charged with a crime is found by a court to be incompetent to stand trial, typically due to an active mental illness or an intellectual disability. A criminal defendant must be restored to competency before the legal process can continue.

"Comprehensive Community Behavioral Health Provider/Comprehensive Provider": As defined in C.R.S. 27-50-101(11); a licensed behavioral health entity or behavioral health provider approved by the Behavioral Health Administration to provide care coordination and the following Behavioral Health Safety Net Services, either directly or through formal agreements with behavioral health providers in the community or region:
(a) Emergency and crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Care management;
(e) Outreach, education, and engagement services;
(f) Mental health and substance use recovery supports;
(g) Outpatient competency restoration; and
(h) Screening, assessment, and diagnosis, including risk assessment, crisis planning, and monitoring to key health indicators.

"Conflict of Interest": when an individual's personal interests – family, friendships, financial, or social factors – could compromise his or her judgment, decisions, or actions in the workplace.

"Contingency Management": the systematic application of behavioral principles, discovered by laboratory researchers working in the field of the experimental analysis of behavior, to treat the problem behavior of individuals.

"Contract": The agreement, including all attached exhibits, all documents incorporated by reference, all referenced statutes, rules, and cited authorities, and any future modifications thereto, that is entered into as a result of a solicitation. For purposes of this Agreement, "Contract" is synonymous with either this Agreement and/or the BHASO Agreement, as applicable.

"Contract Amendment": a document making changes to, correcting, or adding to an existing contract after it has been signed.

"Contractor" – The individual or entity selected as a result of this solicitation to complete the work contained in the Contract.

"Co-Responder": a mental or behavioral health professional who aids law enforcement in responding to calls involving people with mental health or addiction issues, or any member of such a crisis response team.

"Correctional Treatment Board": a seven-member statewide board that was created pursuant to HB12-1310. The board was created to manage the disbursement of the treatment funds as well as address policy issues as they pertain to the effective treatment of offenders with substance abuse and co-occurring disorders.

"Corrective Action Plan": a process of identifying and addressing the root cause of a problem or non-performance by an Agency, with the goal of preventing the issue from recurring and improving performance under the Contract.

"Couchsurfing": an individual or families who frequently move, two or more times, from one tenuous living arrangement to another within the past sixty (60) days, does not have a lease or occupancy agreement up to sixty (60) days prior to relocating, and can be experiencing sleeping arrangements that include sleeping on a couch, bed, floor, or chair.

"County Department": in reference to a State of Colorado County or district department of human or social services.

"Crisis Intervention Training (CIT)": a specialized police curriculum that aims to reduce the risk of serious injury or death during an emergency interaction between persons dealing with a

mental health crisis and first responders. CIT is a specialized program that provides the foundation necessary to promote community and statewide solutions to assist individuals with mental illness and/or addictions. It aims to reduce the risk of serious injury or death during emergency interactions between persons with mental illness and police officers. Crisis intervention involves both verbal and physical techniques to calm, contain, control, and de-escalate individuals in crisis. It is a short-term technique used to address immediate mental health emergencies and stabilize the individual, creating a safe plan for next steps and future treatment.

“Crisis Professional”: A person who has completed the Crisis Professional curriculum made available by the BHA. This professional can lead the crisis engagement and/or intervention.

“Crisis Respite Services”: provide temporary or short-term care by a licensee, candidate or other personnel based on the level of care being provided and is designed for an individual that has experienced a self-defined crisis. Crisis respite is intended to be a flexible intervention or set of services based on the presenting concerns of the individual in a self-defined crisis and must have the capacity to:

(a) Provide supports necessary to alleviate the conditions leading to the initial crisis, and
(b) Enhance an individuals' sense of safety and Agency in managing their crisis.

“Crisis Stabilization Units (CSU)”: an Agency, endorsed for behavioral health crisis and emergency services per Chapter 6 and that provides short-term, bed-based crisis stabilization services in a twenty-four-hour environment for individuals who cannot be served in a less restrictive environment.

“Crisis System”: an organized set of structures, processes and services in place to meet all types of urgent and emerging mental health crisis needs in a defined population or community, effectively and efficiently.

“Critical Incident”: includes but is not limited to the following:

(a) Breach of confidentiality: any unauthorized disclosure of protected health information as described in HIPAA.
(b) Death: including the death of an individual inside of or outside of Agency’s physical location while an individual is receiving services or where an individual has attempted to receive services from Agency within the past thirty (30) calendar days.
(c) Elopement: absconding from a mental health hold, certification, emergency/involuntary commitment, or a secure facility where an individual is being held as a result of a court order. This includes any unauthorized absence of a child, when a child cannot be accounted for or when there is reasonable suspicion to believe the child has absconded.

(d) Any instance when an individual cannot be located following a search of Agency, Agency grounds, and the area surrounding Agency, and:
(i) There are circumstances that place the individual's health, safety, or welfare at risk; or
(ii) The individual has been missing for eight (8) hours.
(e) Medication diversion: any medication diversion. If the diverted drugs are injectable, Agency shall also report the full name and date of birth of any individual who diverted the injectable drugs, if known
(f) Medication error: medication error that resulted or could have resulted in harm to the individual.
(g) Medical emergency: any suicide attempt/self-injury, other form of serious injury, health emergency, overdose, or serious illness which occurred on Agency premises or in the presence of Agency personnel.
(h) Any instance involving physical, sexual, or verbal abuse of an individual by another individual, personnel, or a visitor to Agency.
(i) Any instance that results in any of the following serious injuries to an individual:
(i) Brain or spinal cord injuries
(ii) Life-threatening complications of anesthesia or life-threatening transfusion errors or reactions
(iii) Second- or third-degree burns involving twenty (20%) percent of more of the body surface area of an adult or more fifteen (15%) percent or more of the body surface area of a child
(j) Any instance involving caretaker neglect of an individual.
(k) Any instance involving misappropriation of an individual's property, meaning patterns of loss or single incidences of deliberately misplacing, exploiting, or wrongfully using, either temporarily or permanently, an individual's belongings or money without the individual's consent.
(l) Any occurrence involving the malfunction or intentional or accidental misuse of care equipment that occurs during treatment or diagnosis of an individual and that significantly or adversely affects or, if not averted, would have significantly adversely affected an individual.

"Dartmouth ACT Model (DACTS)"- The Dartmouth Assertive Community Treatment Scale (DACTS fidelity scale) helps organizations implement ACT, the evidence-based practice. ACT improves outcomes for people with severe mental illness who are most at risk of homelessness, psychiatric crisis and hospitalization, and involvement in the criminal justice system.

"Deliverable": the specific outputs or outcomes the BHASO agrees to provide to BHA in exchange for payment. They are defined in the statement of work of the contract, and they may have deadlines, quality standards, or other criteria attached to them.

"Documented Serious and Persistent Mental Illness": are those that are prolonged and recurrent, impair activities of daily living, and require long-term treatment. Common diagnoses include schizophrenia, bipolar disorder, and major depression.

"Drug and Alcohol Coordinated Data System (DACODS)": the primary SUD Individual level treatment data collection instrument used by BHA.

"Electronic Health Record": The systematized collection of patient and population electronically stored health information in a digital format.

"Enhanced Standardized Assessment (ESA)": a comprehensive, clinical assessment process completed by a mental health professional to assist in making recommendations about the level of care in determining and treatment/service planning for children, youth, and their families.

"Essential Behavioral Health Safety Net Provider/Essential Provider": As defined in C.R.S. 27-50-101(13), means a licensed behavioral health entity or behavioral health provider approved by the Behavioral Health Administration to provide care coordination and at least one of the Behavioral Health Safety Net Services:
(a) Emergency and crisis behavioral health services;
(b) Mental health and substance use outpatient services;
(c) Behavioral health high-intensity outpatient services;
(d) Behavioral health residential services;
(e) Withdrawal management services;
(f) Behavioral health inpatient services;
(g) Integrated care services;
(h) Hospital alternatives; or
(i) Additional services that the Behavioral Health Administration determines are necessary in a region or throughout the state.

"Evidence-Based Practice": A behavioral health intervention practice whose effectiveness has been supported by research.

"Exhibit": a document attached to and incorporated into a Contract or Agreement.

"Federal Poverty Line": A measure of income issued every year by the Department of Health and Human Services. Federal poverty levels are used to determine your eligibility for certain programs and benefits, including savings on Marketplace health insurance, and Medicaid and Children's Health Insurance Program coverage.

"Finance and Data Protocols": protocol is intended to provide BHA contractors with direction for the assignment of special studies codes to Individual-level encounter data that is submitted to BHA. It also includes eligibility requirements for each special studies code. Special studies codes are specific codes that correspond to a BHA program or funding stream that are important for BHA research, contract performance and/or reporting activities.

"Forensic Support Team (FST)": Through Senate Bill 19-223, the Behavioral Health Administration was allocated twenty (20) staff positions to serve as the Forensic Support Team (FST). This team consists of sixteen (16) Forensic Navigators who are located within all fifty-five (55) jails across the state of Colorado and in all twenty-two (22) judicial districts. This team also includes two Program Coordinators who are licensed clinicians. The Program Coordinators provide supervision to the Forensic Navigators and ensure consistent coordination of competency restoration services. The Forensic Support Team serves as the primary point of contact for BHA competency services for stakeholders.

(a) The Forensic Navigators are automatically assigned to individuals.
(b) Waiting in jail for a competency evaluation
(c) Waiting in jail for admission to inpatient restoration
(d) Individuals participating in inpatient restoration.
(e) And to individuals returning from inpatient restoration waiting in jail to be reviewed by the court.

"Gender-Responsive Services": Agencies providing gender-specific women's treatment which include the following components:

(a) Emotional and physical safety of individuals take precedence over all other considerations in the delivery of services;
(b) Services designed to increase women's access to care, and engagement and retention of individuals (such as comprehensive case management, transportation, childcare);
(c) Women-only therapeutic environments;
(d) Women-specific service needs and topic areas;
(e) Program services shall directly address trauma issues currently manifesting in the individual's life either through direct service provision or by referral; and,
(f) Multiple modalities that meet the specific needs of women (group and individual therapy, case management and opportunities for women to be in treatment with their children where possible).

"General Accounting Encumbrance (GAE)": A General Accounting Encumbrance (GAE) is a pooled encumbrance in the state accounting system that is shared across multiple contracts or purchase orders. Using a pooled GAE permits the State to encumber a block of money for an entire program where the costs of operating the program are shared across more than one

contract or purchase order and the amount of money that each vendor may earn is indeterminate at the time of execution of the contract or purchase order.

“Grievance”: an expression of dissatisfaction made to the BHA about the care or services received or not received by an individual, that could not be resolved to the satisfaction of the person expressing the grievance at the time of submission to BHA personnel. Grievances may be submitted by an individual or entity, including but not limited to, recipients of service, family members of recipients of service, authorized representatives of recipients of service, licensed facilities, state departments and members of the general public.

“Grievance Resolution Process”: the process through which BHA and the BHASO shall resolve reported grievances.

“Disease mitigation and overdose prevention and response”: a set of practical approaches aimed to reduce the adverse consequences associated with substance use and mental health symptoms. Disease mitigation and overdose prevention and response approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use to managed use, to abstinence.

“Health First Colorado”: Colorado’s Medicaid program. Health First Colorado is free or low-cost public health insurance for Coloradans who qualify for Medicaid.

“Health Information Exchange (HIE)”: A network/platform that allows health care professionals and patients to appropriately access and securely share an Individual’s medical information electronically.

“Homeless”: a person who lacks a fixed, regular, and adequate night-time residence, or is in a doubled-up situation, or is in imminent danger of losing their primary night-time residence, and who lacks resources or support networks to remain in housing, or has a primary night-time residency that is:

(a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations which includes safe havens, hotels, congregate shelters, and transitional housing for people with mental health conditions, but excludes prisons or other detention facilities,

(b) an institution that provides a temporary residence for individuals intended to be institutionalized, or

(c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or

(d) at imminent risk of being lost from an immediate eviction without identification of a subsequent residence, which if lost would result in emergency shelter or safe haven placement.

“Housing Security” : when an individual or family maintains housing for 12-months or more, is no longer utilizing rental assistance or voucher programs, only utilizes 30 percent of their area median income (AMI) for housing costs, is not behind on mortgage or rental payments, are currently not experiencing the formal process of eviction, experiences stable employment, and is not on the verge of returning to homelessness.

“Housing Stability”: an individual or family maintains housing for 12-months or more and does not return to homelessness.

“In Custody”: individual residing in the county jail, typically pre-plea.

“Individual”: Individual means a person seeking or receiving behavioral health services.

“Individual Provider Network (IPN)” – means behavioral healthcare providers who are not Comprehensive or Essential Safety Net Providers.

“Individual Placement and Support”: an evidence based supported employment program that helps people with mental illness and/or substance use disorders find and keep competitive jobs, while at the same time providing employers with access to motivated employees.

“Intensive Case Management”: a collaborative process for assessing, planning, implementing, coordinating, monitoring and evaluating options and services to meet an individual's behavioral health needs.

“Intellectual or Developmental Disability (IDD)”: includes many severe, chronic conditions that are due to mental and/or physical impairments.

“Involuntary Commitment (IC)”: The legal process by which a person is confined in a psychiatric hospital or residential substance use disorder program because of a mental disorder, against their wishes, for up to a two hundred seventy (270) day period. During the initial stages of treatment, assessments are completed, and an ASAM level of care is determined. Course of treatment consists of Intensive Residential, followed by Transitional Residential after which they are shifted to intensive outpatient providers, then standard outpatient providers where appropriate, who follow through to the end of the commitment. The intent is to provide assistance for individuals who struggle with voluntary treatment, to successfully navigate the behavioral health and substance abuse systems with knowledgeable and qualified staff, to better ensure successful completion of the civil commitment and long-term sobriety.

"Jail Stakeholders": may include jail administrators, jail mental health providers, jail medical providers, and others who are employed within the jail and work with the competency population.

"Jail Based Behavioral Services (JBBS)": which provides appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

"Law Enforcement Assisted Diversion (LEAD)": a pre-booking diversion program that aims to improve public health and to end the cycle of recidivism. Instead of being charged and booked following an arrest, the arresting officer identifies the arrestee as a potential participant for the diversion program and subsequently connects them with a case manager.

"Learning Hub": See OwnPath Learning Hub.

"Level of Supervision Inventory (LSI)": a quantitative survey of attributes of offenders and their situations relevant to level-of-supervision decisions; the LSI can be a reliable and valid assessor of offender risk and need.

"Licensee": a psychologist, social worker, clinical social worker, marriage and family therapist, licensed professional, counselor, or addictions counselor licensed as defined in C.R.S. § 12-245-202(8).

"Licensing and Designation Database Electronic Record System (LADDERS)": a Substance use disorder and mental health service directory which is published and maintained by BHA.

"Major Depressive Disorder": is a mood disorder that causes a persistent feeling of sadness and loss of interest. Also called major depressive disorder or clinical depression, it affects how Individuals feel, think and behave and can lead to a variety of emotional and physical problems.

"Managed Service Organization (MSO)": An organization responsible for managing a network of coordinated and comprehensive alcohol and drug treatment services for specific priority populations, as well as for Individuals outside the specific priority populations, and implementing principles of managed care in the provision of such services in order to expand capacity and improve treatment outcomes while containing costs.

"Maximum Amount Available": the maximum amount of dollars available for spending in a state fiscal year.

"Medicaid": a joint federal and state public health insurance program that helps cover medical costs for some people with limited income and resources.

"Medicaid Management Information System (MMIS), also known as interChange (iC)": an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives.

"Medical Director": a physician who oversees the medical care and other designated care and services in a BHASO.

"Mental Health Block Grant (MHBG)"- The Community Mental Health Services Block Grant (MHBG) program makes funds available to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and 6 Pacific jurisdictions to provide community mental health services.

"Mental Health Diagnosis": refers collectively to all diagnosable mental disorders — health conditions involving significant changes in thinking, emotion and/or behavior and distress and/or problems functioning in social, work or family activities.

"Mental Health First Aid": the help given to someone developing a mental health problem, experiencing a worsening of a mental health problem or in a mental health crisis. Mental Health First Aid can be given until the person has received appropriate professional treatment or the crisis is resolved. Mental Health First Aid is an evidence-based training program that teaches individuals how to identify, understand and respond to signs of mental health and substance use challenges.

"Mobile Crisis Response": provide a timely paired mobile response to a behavioral health crisis in the community. Mobile crisis service agencies must provide referrals and facilitate transitions to other crisis agencies, behavioral health entities, and community-based services as clinically indicated.

"Momentum Program"- this program supports the transition of children and adults from inpatient mental health institutes, hospitals, home, and other care settings to community living.

"Motivational Interviewing": a goal-directed, consumer-centered counseling style for eliciting behavioral change by helping consumers to explore and resolve ambivalence. The operational assumption in MI is that ambivalent attitudes or lack of resolve is the primary obstacle to behavioral change, so that the examination and resolution of ambivalence becomes its key goal.

"Not to Exceed": a cap on the time and materials stipulated in the Contract.

"Ohio Risk Assessment System (ORAS)": a set of dynamic risk/needs assessment tools that helps identify factors that drive a person toward negative or criminal behaviors and also can help determine each person's risk of reoffending.

"Operational Start Date": July 1, 2025, the date upon which all sections of this Agreement will become operative.

"Opioid Treatment Program": provides medication-assisted treatment (MAT) for people diagnosed with an opioid use disorder (OUD). OTPs must be certified by SAMHSA and accredited by an independent, SAMHSA-approved accrediting body.

"Outpatient Competency Restoration (OCR)": a statewide community-based program that allows adults and juveniles in the criminal justice or juvenile justice system, who are found incompetent to proceed by the court, to receive psychoeducation services, case management, and referrals to community-based services and supports with the goal of restoring competency.

"Outpatient Treatment": behavioral health (substance use, mental health, or co-occurring) services provided to an individual in accordance with their service plan on a regular basis in a non-overnight setting, which may include, but not be limited to, individual, group, or family counseling, peer support professional services, case management, or medication management.

"Outreach, Education, and Engagement Services": services by an Agency that have identified priority target populations and services needs in the area Agency serves that require higher levels of active engagement by Agency to produce positive behavioral health outcomes.

"OwnPath": A searchable online directory that allows people in Colorado to find behavioral health providers licensed by BHA and to search for specific services or use a guided search to identify providers or resources that best meet their needs. (http://ownpath.co)

"OwnPath Learning Hub": An online learning platform free to residents of Colorado where individuals can access behavioral health training classes in an asynchronous manner for upskilling and reskilling purposes. Some of these courses can count for college credit.

"Oxford House": a community-based approach to addiction recovery, which provides an independent, supportive, and sober living environment.

"PEAKPro": A state IT system for verification of an individual's eligibility and submission of an individual's application for benefits.

"Peer Navigator": A person employed by BHASO directly or through a contract to a Recovery Community Organization who has lived experience in recovery from a substance use disorder and is either an IC&RC Certified Peer and Family Specialist or will be eligible within one (1) year of hire.

"Peer Support Professional": a peer support specialist, recovery coach, peer and family recovery support specialist, peer mentor, family advocate, or family systems navigator who meets the qualifications in C.R.S. § 27-60-108(3)(a)(iii).

"Peer Support Specialist/Peers": A person who shares the experience of living with a psychiatric disorder and/or substance use disorder. Peers offer their unique lived experience with behavioral health conditions to provide support focused on advocacy, education, mentoring, and motivation.

"Performance Hub": A performance monitoring system, required by C.R.S. § 27-50-201, to track capacity and performance of all behavioral health providers, including those that contract with BHASOs, and inform needed changes to the public and private behavioral health system in the state.

"Permanent Supportive Housing (PSH) or Supportive Housing": decent, safe, affordable, community-based housing that provides tenants, including homeless and persons with disabilities, to live independently with all the rights and responsibilities of tenancy and provides intensive tenancy supportive services (TSS) or supportive services. Utilizing best practices (Housing First and Progressive engagement models as well as Disease mitigation and overdose prevention and response and Trauma-Informed approaches), service providers outreach to individuals and their families to provide TSS and support. This approach is designed to allow tenants to live as independently as possible as well as voluntarily request and receive TSS throughout their lifetime.

"Priority Population": As defined in C.R.S. 27-50-101(17); Priority Populations are defined as persons who are:
(a) Uninsured, underinsured, Medicaid-eligible, publicly insured, or whose income is below thresholds established by the BHA; AND
(b) Presenting with acute or chronic behavioral health needs, including but not limited to individuals who have been determined incompetent to stand trial, adults with serious mental illness, and children and youth with serious emotional disturbance.

"Psychiatric Residential Treatment Facility (PRTF)": an inpatient psychiatric facility for children and youth who need intensive psychiatric care but do not require the level of care of an inpatient hospital setting.

“Qualified Individual” as defined in C.R.S. in 26-6-102 (30.3) and C.R.S. 19-1-103 (87.7) means a trained professional or licensed clinician, as defined in the federal "Family First Prevention Services Act". "Qualified Individual" must be approved to serve as a qualified individual according to the state plan. "Qualified Individual" must not be an interested party or participant in the juvenile court proceeding and must be free of any personal or business relationship that would cause a conflict of interest in evaluating the child, juvenile, or youth and making recommendations concerning the child's, juvenile's, or youth's placement and therapeutic needs according to the federal Title IV-E state plan or any waiver in accordance with 42 U.S.C. Sec. 675a.

“Qualified Residential Treatment Programs (QRTP)”: a facility that provides residential trauma-informed treatment that is designed to address the needs, including clinical needs, of children with serious emotional or behavioral disorders or disturbances.

“Quality”: the provision of treatment services, which, within the constraints of technology, resources, and Individual circumstances, will meet accepted standards and practices that improve Individual health and safety status in the context of recovery.

“Quality Assurance (QA) Work Plan”: the standard that guides business function and service delivery and applies to all programming and services at Agency.

“Regional Accountable Entity (RAE)”: A single regional entity responsible for implementing Medicaid within its region.

“Regional Advisory Committee”: A regional subcommittee designed to promote local community input pertaining to behavioral health service needs. The Regional Advisory Committee is created to directly inform the BHASO in the Region in order to improve services, accountability, and transparency in the Region. See C.R.S. § 27-50-703.

“Region(s)”: Geographic service regions in Colorado in which the BHASO will subcontract to provide all required services.

“Request for Application (RFA)”: a type of solicitation notice in which an organization announces that grant funding is available and solicits applications from potential grantees.

“Request for Information (RFI)” – a type of solicitation notice in which the state seeks information from the public on a certain topic.

“Request for Proposal (RFP)”: a document that announces a project, describes it, and solicits bids from qualified contractors to complete it.

"Residential Child Care Facility (RCCF)": a facility licensed by the state department to provide twenty-four-hour group care and treatment for five or more children operated under private, public, or nonprofit sponsorship.

“Risk, Needs, Responsivity (RNR)”: Risk: The probability that an offender will commit additional offenses. Criminogenic Need: Factors that research has shown have a direct link to offending and can be changed. Responsivity: Matching an offender's personality and learning style with appropriate program settings and approaches.

“Room and Board”: Room and board costs include provider expenses associated with food, clothing, personal incidentals, building & maintenance expenses, personnel who provide occupancy and maintenance services (e.g., maintenance staff, housekeeping/environmental staff, laundry staff), liability insurance with respect to the individual receiving room & board, and allowable administrative costs associated with these items.

“Safety Net Providers”: see Behavioral Health Safety Net Providers.

“Safety Net Services”: see Behavioral Health Safety Net Services.

“Safety Net System”: As set forth in C.R.S. 27-50-301(1); A comprehensive and standardized behavioral health system throughout the state that must include Behavioral Health Safety Net Services for children, youth, and adults along a continuum of care.

“School-Based Mental Health Specialist (SBMHS)”: provides high-quality behavioral health outreach, linkage, consultation, and collaboration between behavioral health providers and school districts. The SBMHS can work broadly on systemic issues within schools and school districts as well as work closely with internal and external stakeholders.

“Screening, Assessment, and Diagnosis”: Screening means a brief process used to identify current behavioral health or health needs and is typically documented through the use of a standardized instrument. Screening is used to determine the need for further assessment, referral, or immediate intervention services. Assessment means a formal and continuous process of collecting and evaluating information about an individual for service planning, treatment, and referral. Assessments establish justification for services. Diagnosis is the assessment of influences on the desired patient behavior. It includes consideration of individual, social, environmental, and medical regimen factors that may either impede or facilitate behavior.

“Secure Transportation”: vehicles are equipped with safety locks, a safety mechanism that ensures vehicle driver(s) and passenger safety, and transparent safety partitions, if utilized.

"Serious Emotional Disturbance (SED)": for an Individual under the age of 18, a diagnosable mental, behavioral, or emotional disorder in the past year, which resulted in functional impairment that substantially interferes with or limits the child's role or functioning in family, school, or community activities.

"Serious Mental Illness (SMI)": for an Individual age 18 or over, a diagnosable mental, behavior, or emotional disorder that causes serious functional impairment that substantially interferes with or limits one or more major life activities.

"Social Determinants of Health (SDOH)": The conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

"Social Health Information Exchange": a network to securely share physical, behavioral, and social health information between providers involved in whole-person care, designed by the Colorado Office of eHealth Innovations.

"Special Connections": A BHA-licensed gender-responsive treatment program designed to meet the unique needs of the federally-defined priority population of pregnant and postpartum women with substance use disorders. The program provides gender-responsive and trauma-informed substance use disorder treatment, individual and group counseling, reproductive health education, prenatal and postnatal care coordination, intensive parenting support and access to childcare, and wherever possible, allows mothers to keep their infants and young children with them during treatment.

"Standard Framework for Levels of Integrated Care": SAMHSA's Center for Integrated Health Solutions released a new report that demonstrates how the integration of healthcare is essential to improve the individual's experience of care, improve the health of the general population, and reduce per capita healthcare costs.

"State" – The State of Colorado, acting by and through any State Agency.
"State Behavioral Health Services Billing Manual": HCPF and BHA have established this State Behavioral Health Services Billing Manual to provide common definitions of the program service categories and standard guidance in documenting and reporting covered Colorado Medicaid State Plan (required services), Behavioral Health Program 1915(b)(3) Waiver services (alternative or (b)(3) services), and BHA services in coding formats that are in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The clinical coding systems currently used in the United States, and which are used by HCPF and BHA, are International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM),

Current Procedural Terminology (CPT®), Professional Edition, and Healthcare Common Procedure Coding System (HCPCS).

“State Fiscal Year (SFY)” – The twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

“Statement of Work”: a document that outlines the scope, timeline, desired services outcomes, and performance standards of a funded project.

“Strategic Individualized Remediation Treatment (STIRT)”: a program which is a continuum of care designed to provide adult Individuals with a history of criminal justice involvement with safe, structured, drug and alcohol-free environments in which to define and examine their relapse and recidivism risk factors, learn alternatives to risky behaviors, implement behavior changes, and increase treatment involvement and compliance with criminal justice supervision requirements.

“Subrecipient”: a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency.

“Subrecipient Performance Report and Assessment”: BHA is required annually to assess subrecipients of federal funds, which ensures subrecipients use federal funds for authorized purposes, comply with federal statutes, regulations, and the terms of the award(s), and achieve performance goals.

“Substance Abuse Mental Health Services Administration (SAMHSA)”: Substance Abuse and Mental Health Services Administration (SAMHSA) is Agency within the federal U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation.

“Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS)”: enables states and jurisdictions to provide substance abuse prevention activities, treatment and recovery support services and places an emphasis on the provision of treatment services for populations of focus, specifically, persons who inject drugs, pregnant women, and women with dependent children. Also, the program aims to make primary prevention services available to individuals not in need of substance abuse treatment.

"System of Care (SOC)": As defined by C.R.S. 27-69-102(8); an integrated network of community-based services and support that is organized to meet the challenges of youth with complex needs, including, but not limited to, the need for substantial services to address areas of developmental, physical, and mental health, substance abuse, child welfare, and education and involvement in or being at risk of involvement with the juvenile justice system. In a system of care, families and youth work in partnership with public and private organizations to build on the strengths of individuals and to address each person's cultural and linguistic needs so services and support are effective.

"Tenancy Supportive Services (TSS) or Supportive Services": provides long-term housing-related activities and services that support individuals and families' ability to prepare for and transition to housing and supports them in being a successful tenant in their housing arrangement and thus able to sustain tenancy. This may include brokering connections to or coordinating with other community-based, clinical, or other specialty services or resources. Recognizing that individuals and families may initially or periodically refuse assistance or services, staff providing TSSs will assertively and creatively engage tenants, including outreaching individuals and families multiple times and in multiple settings to maximize participation in services and maintain housing. TSSs are voluntary and driven by individuals and families' choice.

A list of examples of Tenancy Supportive Services (TSS) (Supportive Services) include, but are not limited to:

(a) Care coordination to access healthcare related services including primary care, substance use treatment, behavioral health care, vision and dental care, recovery services, housing, and emergency, crisis, and inpatient services,
(b) Outreach and engagement especially in non-traditional locations,
(c) Housing search and lease-up assistance,
(d) Coordination with voucher administrative staff at lease-up and recertification,
(e) Subsidy applications and recertification,
(f) Advocacy with landlords, property owners, and/or property management staff to secure and maintain units,
(g) Master-lease and lease negotiations,
(h) Acquiring furnishings and household goods,
(i) Moving assistance,
(j) Tenancy rights and responsibilities education and support,
(k) Eviction prevention supports,
(l) Individualized housing stability plan development,
(m) Linkage to crisis and substance use services,
(n) Accessibility to peer support services and professionals,

(o) Best Practices, including Progressive Engagement, Critical Time Intervention, Disease mitigation and overdose prevention and response, Housing First, Motivational Interviewing, Trauma Informed Care,
(p) Transportation assistance related to housing stability,
(q) Entitlements assistance,
(r) Independent living skills coaching,
(s) Opportunities for peer and social networks and engagement,
(t) De-escalation support,
(u) Linkages to education, job skills training, and employment support,
(v) Behavioral health and other necessary support groups,
(w) End-of-life planning, and
(x) Re-engagement and relocation support

“Title IV-E”: Title IV-E of the Social Security Act supports the Federal Foster Care Program, which helps provide out-of-home care for children until the children are safely returned home, placed permanently, or placed in other planned arrangements; and the Adoption Assistance Program, which provides funds to states to facilitate the timely placement of children.

“Trails”: Colorado's certified state-county Statewide Automated Child Welfare Information System.

“Transitional Housing”: housing designed to provide individuals and families, especially priority and underserved populations, with the interim stability and support to successfully move to and maintain permanent housing with lifelong voluntary community-based supports. Utilizing the progressive engagement model, this includes tenancy supportive services (TSS), care coordination, case management, peer support, and vocational and housing placement assistance regardless of recovery or behavioral health status.

“Trauma-Informed Care”: an approach to care that realizes the widespread impact of trauma, understands potential paths for recovery, recognizes the signs and symptoms of trauma in individuals, families, personnel, and others involved in the system, and responds by fully integrating knowledge about trauma into policies, procedures, and practices, seeking to actively resist re-traumatization.

“Tribal Nation” – a group that is located within the geographic borders of the United States, where each Tribal Nation exercises its own sovereignty. Tribal Nations may include but not limited to, clan, tribe, band, pueblo, or Native villages in the United States.

"Underserved Populations": As established in C.R.S. 27-50-101(17)(b), underserved populations are currently considered to be individuals who meet the definition of "Priority Population" set forth above, and who are a member of one of these groups:

(a) People experiencing or at risk of homelessness
(b) Children and youth at risk of out-of-home placement and their parents;
(c) People involved with the criminal or juvenile justice system;
(d) People of Color;
(e) American Indians;
(f) Alaska natives;
(g) Veterans;
(h) People who are pregnant;
(i) People who are lesbian, gay, bisexual, transgender, or queer or questioning; and
(j) Individuals with disabilities as defined by the Americans with Disabilities Act (ADA)

"Uninsured": Broadly, people are considered uninsured if they do not have coverage under private health insurance, Medicare, Medicaid, or public assistance.

"Underinsured": a state when an Individual's insurance plan does not cover the cost of necessary physical or behavioral health care, leaving the Individual with out-of-pocket costs they are unable to pay.

"Universal Contracting Provisions": Contract terms designed to provide clear, standardized requirements, to be used by all state agencies, as well as BHASOs and RAEs when contracting for behavioral health services in Colorado.

"Walk-In Centers": Centers providing immediate and confidential, in-person crisis support, information, and referrals to any individual in need including to anyone experiencing a self-defined crisis, including Crisis Stabilization Units, Acute Treatment Units, and Mobile Crisis Services.

"Withdrawal Management": means the services required to assist an individual experiencing withdrawal from the use of one (1) or more substances, as identified by the individual's acute intoxication and/or withdrawal potential, also known as the dimension 1 rating, from the ASAM Criteria.

"Work": The delivery of the Goods and performance of the Services described in the Contract.

"Work Plan": the proposed strategy and/or schedule for a particular project submitted to BHA. The Work Plan lays out the action steps needed to complete a project. It makes clear what the

desired outcome is and the major streams of activities or deliverables that will accomplish that outcome.

“Wraparound Fidelity Standards”: High Fidelity Wraparound (HFW) is a team-based, evidence-informed, structured approach to care coordination that adheres to required procedures for child and family engagement, individualized care planning, identifying and leveraging strengths and natural supports while monitoring progress and fidelity to the required process.

“Youth Post-Crisis Stabilization Services for Children, Youth, and Families (Formerly, Crisis Resolution Teams for Children, Youth, and Families)”: multidisciplinary, specialist mental health services that offer brief intensive in-home treatment to children, youth and families experiencing a mental health crisis, with the aim of averting hospital admission wherever possible.

1.2.2. Acronyms:

“ACT”: Assertive Community Treatment

“ADA”: Americans with Disabilities Act

“AFS”: Additional Family Services

“AHRQ”: Agency for Healthcare Research and Quality

“AMA”: American Medical Association

“AoC”: Administrator on Call

“APA”: American Psychiatric Association

“APS”: Adult Protective Services

“ASAM”: American Society of Addiction Medicine

“ASD”: Autism Spectrum Disorder

“ASL”: American Sign Language

“ASO”: Administrative Services Organization

“ATU”: Acute Treatment Unit

"BAA": Business Associate Addendum

"BHA": Behavioral Health Administration

"BHAAC": Behavioral Health Administration Advisory Council

"BHASO": Behavioral Health Administrative Services Organization

"BHE": Behavioral Health Entity

"BHST": Behavioral Health Secure Transport

"BHTF": Behavioral Health Task Force

"BIDM": Business Information and Data Management

"BIPOC": Black, Indigenous, and other People of Color

"BOCES": Board of Cooperative Educational Services

"CANS": Child and Adolescent Needs and Strengths

"CARR": Colorado Association of Recovery Residences

"CAS": Certified Addictions Specialist

"CASA": Court Appointed Special Advocate

"CAT"- Certified Addition Technician

"CBI": Colorado Bureau of Investigation

"CBMS": Colorado Benefits Management System

"CCAR": Colorado Comprehensive Assessment Record
"CCBHP": Comprehensive Community Behavioral Health Provider

"CCS": Colorado Crisis Services

"CDDT": Community Dual Disorders Treatment Teams

"CDHS": Colorado Department of Human Services

"CDL": Commercial Driver's License

"CDPHE": Colorado Department of Public Health and Environment

"CFR": Code of Federal Regulations

"CIT": Crisis Intervention Training

"CLAS": Culturally Appropriate and Linguistic Services

"CMA": Case Management Agency

"CMHC": Community Mental Health Center

"CMHI": Colorado Mental Health Hospital

"COACT": Colorado's Trauma Informed System of Care

"CO-CANS": Colorado Child and Adolescent Needs and Strengths

"CoCM": Collaborative Care Model

"COLA": Cost of Living Adjustment

"CORA": Colorado Open Records Act

"CPA": Child Placement Agency

"CPT"- Current Procedural Terminology

"CRAFT": Community Reinforcement and Family Training

"C.R.S.": Colorado Revised Statutes

"CSC": Coordinated Specialty Care

"C-SSR": Columbia Suicide Severity Rating Scale

"CST": Community Supervision Tool

"CSU": Crisis Stabilization Units

"CYF": Children, youth, and family

"CYMHTA": The Children and Youth Mental Health Treatment Act

"DACODS": Drug and Alcohol Coordinated Data System

"DACTS": Dartmouth Assertive Community Treatment Scale

"DEA": Drug Enforcement Agency

"DHS": Department of Human Services

"D/HOH/DB": Deaf, hard of hearing, and deafblind Individuals

"DORA": Department of Regulatory Agencies

"DOS": Drug Offender Surcharge

"DSM 5-TR"- The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition

"DUI": Driving Under the Influence

"DVR": Division of Vocational Rehabilitation

"DVRE": Division of Vocational Rehabilitation Extended Services

"DYS"- Division of Youth Services

"EASA": Early Assessment and Support Alliance

"EBP": Evidence-Based Practice

"EC": Emergency Commitment

"ED": Emergency Department

"EHR": Electronic Health Record

"EOP": Enhanced Outpatient Services

"FCBS"- Forensic Community-Based Services

"FDA": U.S. Food and Drug Administration

"FEP": First Episode Psychosis

"FFPSA": Family First Prevention Services Act

"FIFO": First in, first out

"FPTM": Family and Permanency Team Meeting

"FSP": Family Support Partners

"FST": Forensic Support Team

"FTE": Full Time Employee

"GAE": General Accounting Encumbrance

"GAL": Guardian ad Litem

"GED": General Educational Development Test

"GPS": Global Positioning System

"HB: #": House Bill: #

"HCPCS"- Healthcare Common Procedure Coding System

"HCPF": Colorado Department of Health Care Policy and Financing

"HFW": High Fidelity Wraparound

"HHS": U.S. Department of Health and Human Services

"HIE": Health Information Exchange

"HIPAA"- Health Insurance Portability and Accountability Act

"HIV/AIDS": Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome

"HMA": Health Management Associates

"HUD": Housing Urban Development

"IC": Involuntary Commitment

"iC": interChange

"IC/RC": International Certification and Reciprocity Consortium

"IDD": Intellectual/Developmental Disability

"IEP": Individualized Education Program

"IHS": Indian Health Service

"IOP": Intensive Outpatient Services

"IPAT": Integration Practice Assessment Tool

"IPN": Individual Provider Network

"IPS": Individualized Placement and Support

"IRS": Internal Revenue Service

"IT": Information Technology

"JAC": Juvenile Assessment Center

"JBBS": Jail Based Behavioral Services

"JBC": Joint Budget Committee

"LAC": Licensed Addictions Counselor

"LADDERS": Licensing and Designation Database Electronic Record System

"LCSW": Licensed Clinical Social Worker

"LEAD": Law Enforcement Assisted Diversion

"LEP": Limited English Proficiency

"LGBTQIA+": Lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual/aromantic/agender, and the + holds space for the expanding and new understanding of different parts of the very diverse gender and sexual identities.

"LMFT": Licensed Marriage and Family Therapist

"LMS": Learning Management System

"LOS": Length of Stay

"LPC": Licensed Professional Counselor

"LPN": Licensed Practical Nurse

"LSI": Level of Supervision Inventory

"LSI-R": Level of Service Inventory: Revised

"LSW": Licensed Social Worker

"MAT": Medication Assisted Treatment

"MD": Doctor of Medicine

"MDT": Multidisciplinary team

"MHBG": Mental Health Block Grant

"MHU": Mental Health Unit

"MMIS": Medicaid Management Information System

"MOTP"- Mobile Opioid Treatment Provider

"MOU": Memorandum of Understanding

"MOUD": Medications for Opioid Use Disorder

"MSO": Managed Service Organization

"MSW": Master of Social Work

"NARR": National Association for Recovery Residences

"NEMT": Non-Emergency Medical Transport

"NGRI": Not Guilty by Reason of Insanity

"NOMs": National Outcomes Measures

"OBOTs": Office Based Opioid Treatment

"OCFMH"- Office of Civic and Forensic Mental Health

"OCR": Outpatient Competency Restoration

"OEF": Office of Employment First

"OIT": Office of Information Technology

"ORAS": Ohio Risk Assessment System

"OTP"- Opioid Treatment Provider

"OUD": Opioid Use Disorder

"PCBH": Primary Care Behavioral Health Model

“PEAKPro”: Program Eligibility and Application Kit Pro

“PHI”: Protected Health Information

“PHP”: Partial Hospitalization Program

“PRTFs”: Psychiatric Residential Treatment Facilities

“PSH”: Permanent Supportive Housing

“PsyD”: Doctor of Psychology

“QRTP”: Qualified Residential Treatment Programs

“RAE”: Regional Accountable Entity

“RCCFs”: Residential Child Care Facilities

“RCO”: Recovery Community Organization

“RFA”: Request for Application

“RFI”: Request for Information

“RFP”: Request for Proposal

“RN”: Registered Nurse

“RNR”: Risk, Needs, Responsivity

“ROI”: Release of Information

“RSA”: Rehabilitation Services Administration

“RVU”: Relative Value Units

“Rx”: Prescription

“SAMHSA”: Substance Abuse Mental Health Services Administration

"SB-#": Senate Bill (#)

"SBIRT": Screening, Brief Intervention, Referral and Treatment

"SBMHS": School Based Mental Health Specialist

"SCRAM": Secure Continuous Remote Alcohol Monitoring

"SDOH": Social Determinants of Health

"SED": Serious Emotional Disturbance

"SEES": Supported Employment and Education Specialist

"SFA": Services and Financial Agreement

"SFY": State Fiscal Year

"SHIE": Social Health Information Exchange

"SMI": Serious Mental Illness

"SOA-R": Standardized Offender Assessment-Revised

"SOC": System of Care

"SOW": Statement of Work

"SPARS": SAMHSA's Performance Accountability and Reporting System

"SPARS IPP": SAMHSA's Performance Accountability and Reporting System, Infrastructure Development, Prevention and Mental Health Promotion
"SSI": Supplemental Security Income

"STI": Sexually Transmitted Infection

"STIRT": Strategic Individualized Remediation Treatment

"STIRT CC": Strategic Individualized Remediation Treatment Continuing Care

“SUPRT” - SAMHSA's Unified Performance Reporting Tool

“SUPTRS”: Federal Substance Use Prevention, Treatment, and Recovery Services Block Grant
“SUD”: Substance Use Disorder

“SWS”: Specialized Women Services

“TA”: Technical Assistance

“TaaM”: Tough as a Mother

“TB”: Tuberculosis

“TCM”: Targeted Case Management

“TSS”: Tenancy Supportive Services

“UA”: Urine Analysis

“U.S.C.”: United States Code

“USCSM”: Uniform Service Coding Standards Manual

“WBLI”: Work Based Learning Initiative

“WM”: Withdrawal Management

“UCP”: Universal Contracting Provisions

“YSP”: Youth Support Partners

Article 1.3: Operating Provisions and Requirements

1.3.1. Precedence

1.3.1.1. In the event of conflicting provisions, the following precedence shall apply to this Agreement:

1.3.1.1.1. Colorado Revised Statutes

1.3.1.1.2. Any Rule adopted by BHA

1.3.1.1.3. Signal’s Contract with BHA

1.3.1.1.4. This Agreement
1.3.1.1.5. Signal's BHASO Network Provider Manual

1.3.2. Priority and Underserved Populations

1.3.2.1. Per C.R.S. §27-50-101(17), Priority Populations are defined as persons who are:
1.3.2.1.1. Uninsured, Underinsured, Medicaid-eligible, publicly-insured, or whose income is below 300% of the Federal Poverty Line; *and*
1.3.2.1.2. Presenting with acute or chronic behavioral health needs, including but not limited to Individuals who have been determined incompetent to stand trial, adults with Serious Mental Illness, and children and youth with Serious Emotional Disturbance.
1.3.2.2. For SUD services, Agencies receiving Federal Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant dollars shall demonstrate that people who are members of the following populations shall receive priority admission to services in the following order:
1.3.2.2.1. Women who are pregnant and using drugs by injection;
1.3.2.2.2. Women who are pregnant;
1.3.2.2.3. Persons who use drugs by injection;
1.3.2.2.4. Women with dependent children;
1.3.2.2.5. Persons who are involuntarily committed to treatment (see section III.B. of this exhibit)
1.3.2.3. As established in 45 CFR § 96.120 through 96.137, BHASO Network Providers receiving SUPTRS shall comply with all activities relating to:
1.3.2.3.1. Intravenous drug use, pursuant to §96.126
1.3.2.3.2. Tuberculosis services, pursuant to §96.127
1.3.2.3.3. Pregnant women receiving preference in admission to treatment centers as provided in §96.131 and are provided interim services as necessary and as required by law.
1.3.2.4. As established in C.R.S. §27-50-101(17)(b), "Underserved Populations" are persons who are part of a priority population and are currently considered to be:
1.3.2.4.1. Individuals experiencing or at risk of homelessness;
1.3.2.4.2. Children and youth at risk of out-of-home placement and their parents/guardians;
1.3.2.4.3. Individuals involved with the criminal or juvenile justice system;
1.3.2.4.4. People of Color;
1.3.2.4.5. American Indians;
1.3.2.4.6. Alaskan natives;
1.3.2.4.7. Veterans;
1.3.2.4.8. Individuals who are pregnant;
1.3.2.4.9. Individuals who are lesbian, gay, bisexual, transgender, or queer or questioning; and
1.3.2.4.10. Individuals with disabilities as defined by the Americans with Disabilities Act (ADA).

1.3.3. Eligibility for Services Funded Under this Agreement

1.3.3.1. Agency shall prioritize availability and delivery of services to Priority Populations. Individuals who participate in BHA Programs must be eligible for those services as defined by program specifications.

1.3.3.2. Agency shall determine Individuals' eligibility status. Eligibility status will be described per the terms of the BHA Finance and Data Protocol #1, Special Studies Codes & Program Eligibility, as may be amended.

1.3.3.3. Pursuant to C.R.S. § 24-76.5-103, lawful presence in the United States is not a requirement of eligibility for services under this Agreement.

1.3.3.4. Location of Service Policy. Individuals seeking services from Agency can receive those services regardless of where in Colorado the Individual lives at the time services are engaged.

1.3.3.4.1. The exception is Care Coordination services provided directly by SIGNAL. For the purposes of Care Coordination, BHASOs have primary responsibility for services for the Individuals who live in its Region. If an Individual who does not reside in SIGNAL's Region seeks Care Coordination services from SIGNAL, SIGNAL shall provide a warm hand-off (staying on a live call to connect the Individual or attending an in-person meeting to connect the Individual) to the Individual's home BHASO.

1.3.4. Individuals Served; Access to Care Standards. Agency shall serve persons in need of behavioral health care services in its Region, subject to a specific prohibition on denial of safety net service delivery for any of the reasons prohibited by C.R.S. §27-50-301(4); (C.R.S. §27-50-403(1)(f)).

1.3.4.1. Comprehensive Community Behavioral Health Providers must provide the Safety Net Services listed in C.R.S. §27-50-101(11) to Priority Populations.

1.3.4.2. Except as provided in C.R.S. §27-50-303, Essential Behavioral Health Safety Net Providers shall provide the Safety Net Service(s) that they contract with the BHASO to provide to Priority Populations. SIGNAL's contracts with Essential Behavioral Health Safety Net Providers must identify the specific Priority Populations that the provider serves. This can be found in Exhibit B.

1.3.4.3. In accordance with C.R.S. §27-50-301(4), except as provided in C.R.S. §27-50-303, Behavioral Health Safety Net Providers shall not refuse to treat an Individual based on the Individual's:

1.3.4.3.1. Insurance coverage, lack of insurance coverage, or ability to pay;

1.3.4.3.2. Clinical acuity level related to the Individual's behavioral health condition or conditions, including whether the Individual has been certified for short-term treatment or long-term care and treatment pursuant to article 65 of C.R.S. title 27;

1.3.4.3.3. Readiness to transition out of the Colorado Mental Health Hospital at Pueblo, the Colorado Mental Health Hospital at Fort Logan, or any other mental health institute or licensed facility providing inpatient psychiatric services or acute care hospital

providing stabilization because the Individual no longer requires inpatient care and treatment;

1.3.4.3.4. Involvement in the criminal or juvenile justice system;

1.3.4.3.5. Current involvement in the child welfare system;

1.3.4.3.6. Co-occurring mental health and substance use disorders, physical disability, or intellectual or developmental disability, irrespective of primary diagnosis, co-occurring conditions, or if an Individual requires assistance with activities of daily living or instrumental activities of daily living, as defined in C.R.S. §12-270-104(6);

1.3.4.3.7. Displays of aggressive behavior, or history of aggressive behavior, as a symptom of a diagnosed mental health disorder or substance use disorder;

1.3.4.3.8. Clinical presentation or behavioral presentation in any previous interaction with a provider;

1.3.4.3.9. Place of residence; or

1.3.4.3.10. Disability, age, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, or tribal affiliation.

1.3.4.4. Behavioral Health Safety Net Providers in Agency shall use standard criteria, as determined by BHA in Part 12.4.3.C (for Essential Behavioral Health Safety Net Providers) or Part 12.5.3.C (for Comprehensive Community Behavioral Health Providers) of 2 CCR 502-1, (as defined by the provider's license, credential, endorsement, approval, or designation and contracted service profile and individual's assessed level of care) or treatment capacity (defined as the provider's operational framework available to meet the accepted clinical standards) for determining whether an Agency's clinical scope of practice or treatment capacity are appropriate to meet the needs of the Individual.

1.3.4.4.1. Comprehensive Safety Net Providers shall maintain personnel with appropriate training and scope of practice to serve all Priority Populations.

1.3.4.4.2. If a Priority Population Individual's needs exceed the treatment capacity or clinical expertise of an Essential Behavioral Health Safety Net Provider, the provider shall refer the Individual to another appropriate provider.

1.3.4.4.3. If a Priority Population Individual's needs exceed the treatment capacity or clinical expertise of a Comprehensive Community Behavioral Health Provider, the provider must ensure that the Individual has access to interim behavioral health services in a timely manner until the Individual is either admitted to the Comprehensive Community Behavioral Health Provider or connected and admitted to the most appropriate provider for ongoing care. This may include use of providers within the network of the BHASO or the regional managed care entity.

1.3.4.5. When referring an Individual to alternative services, a Behavioral Health Safety Net Provider shall assist the Individual in identifying and initiating services with an appropriate provider for ongoing care. As appropriate, the Behavioral Health Safety Net Provider shall use the BHASO for Care Coordination.

1.3.4.6. Alternative Service Referral Report.

1.3.4.6 Deliverable Summary
Behavioral Health Safety Net Providers shall track the following information for all Individuals who were referred to alternative services pursuant to this section: • Individual demographics; • Standardized descriptions of the needs of the Individual that could not be met and require the Individual to be referred to another provider; • The outcome and timeliness of the referral; and • Any other information required by the BHA. Agency shall submit the report to Signal.
Due Date: 10th of each month

1.3.5. Sliding Fee Scale Requirements.

1.3.5.1. There is no requirement for Agency to charge fees to Individuals who qualify for BHA funding for the services described herein.

1.3.5.2. Optionally, Signal may permit Agency to charge fees to Individuals based on a sliding fee scale. If Agency chooses to use a sliding fee scale, the scale shall include zero-dollar fees, or, have a process by which the full fee can be waived. Fees shall be reasonable and are subject to review by BHA and Signal.

1.3.6.2 Deliverable Summary
If Agency wishes to use a sliding fee schedule, it must be presented and approved by Signal in advance of usage.
Due Date: Prior to use.

1.3.5.3. Agency shall assess an Individual's ability to pay based on a standardized sliding fee discount schedule addressing Individuals whose income is at or below three hundred percent (300%) of the federal poverty line. Individuals qualifying for a sliding fee discount will be expected to pay the discounted rate.

1.3.5.4. Individuals under the age of eighteen (18) (minors) who are admitted to treatment with the knowledge and consent of their parents may have fees charged to their family/guardians based on their family/guardians' income and number of dependents.

1.3.5.5. Individuals under the age of eighteen (18) (minors) who are admitted to treatment without the knowledge and consent of their parents may have fees charged based on their income.

1.3.5.6. Agency shall publicize the availability of the sliding fee scale on their website (if Agency has one) and communicated during any intake conversation. Fees must be communicated to Individuals in writing as part of the admission process or, in the case of Withdrawal Management, as soon as possible thereafter.

1.3.5.7. The lack of ability to pay an intake or sliding scale fee may not be used as a barrier to admission to treatment for Individuals accessing Crisis Services, Individuals who are involuntarily committed to treatment, or Individuals who are pregnant. After admission, fees can be charged per the sliding fee.

1.3.5.8. If Agency charges and receives fees for services, or otherwise receives income associated with the sponsored program (such as sliding scale fees assessed on federally-funded programs), this is considered program income and is required to be tracked and managed in accordance with federal requirements. Program income generated through federal grant funded programs under this Agreement is additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2).

1.3.6. Individual Rights. Each Individual or, when applicable, the Individual's designated representative, has the right to:

1.3.6.1. Participate in all decisions involving the Individual's care or treatment.

1.3.6.2. Be informed about whether Agency is participating in teaching programs, and to provide informed consent prior to being included in any clinical trials relating to the Individual's care.

1.3.6.3. Refuse any drug, test, procedure, service, or treatment and to be informed of risks and benefits of this action.

1.3.6.4. Receive care and treatment, in compliance with state statute, that is free from discrimination on the basis of physical or mental disability, race, ethnicity, socio-economic status, religion, gender expression, gender identity, sex, sexuality, culture, and/or languages spoken; and that recognizes an Individual's dignity, cultural values and religious beliefs; as well as provides for personal privacy to the extent possible during the course of treatment.

1.3.6.5. Be informed of, at a minimum, the first names and credentials of the personnel that are providing services to the Individual. Full names and qualifications of the service providers must be provided upon request to the Individual or the Individual's designated representative or when required by the department of regulatory agencies.

1.3.6.6. Receive, upon request:

1.3.6.6.1. Prior to initiation of non-emergent care or treatment, the estimated average charge to the Individual. This information must be presented to the Individual in a manner that is consistent with all state and federal laws and regulations.

1.3.6.6.2. Agency's general billing procedures.

1.3.6.6.3. An itemized bill that identifies treatment and services by date. The itemized bill must enable Individuals or their legal representatives to validate the charges for items and services provided and must include contact information, including a telephone number, for billing inquiries. The itemized bill must be made available either within ten (10) business days of the request, thirty (30) days after discharge, or thirty (30) days after the service is rendered – whichever is later.

1.3.6.7. Give informed consent for all treatment and services. The personnel must obtain informed consent for treatment they provide to the Individual. Informed consent includes:

1.3.6.7.1. A written agreement executed between Agency and the Individual or the Individual's legal representative at the time of admission. The parties may amend the agreement if there is written consent of both parties. No agreement will be construed to relieve Agency of any requirement or obligation imposed by law or regulation.

1.3.6.7.2. Individual consents must include consent to treatment. If the Individual is refusing treatment or an aspect of treatment, Agency must have the Individual sign a form to confirm their refusal.

1.3.6.7.3. If the governor or local government declares an emergency or disaster, an Agency may obtain documented oral agreements or consents in place of written agreements or consents. Documented oral agreements and consents may only be used as necessary because of circumstances related to the emergency or disaster. Agency shall send a hard copy or electronic copy of the documented agreement or consent to the Individual within two (2) business days of the oral agreement or consent.

1.3.6.8. Register disputes with Agency and grievances with the BHA and to be informed of the procedures for registering complaints and grievances including contact information.

1.3.6.9. Be free of abuse and neglect.

1.3.6.9.1. Agency must develop and implement policies and procedures that prevent, detect, investigate, and respond to incidents of abuse or neglect. This includes suspected physical, sexual, or psychological abuse; exploitation and/or caretaker neglect; as well as child abuse, neglect and/or child safety issues, which must include definitions of abuse and neglect under the C.R.S. §19-1-103, and that are consistent with the reporting of child abuse allowed under federal law. Policies and procedures must also be consistent with definitions and mandated reporting requirements for mistreatment, abuse, neglect, and exploitation of at-risk adults under C.R.S. §26-3.1-101, §26-3.1-102, §18-6.5-108).

1.3.6.9.1.1. Prevention includes, but is not limited to, adequate staffing to meet the needs of the Individuals, screening personnel for records of abuse and neglect, and protecting Individuals from abuse during investigation of allegations.

1.3.6.9.1.2. Detection includes, but is not limited to, establishing a reporting system and training personnel regarding identifying, reporting, and intervening in incidences of abuse and neglect.

1.3.6.9.2. Agency shall investigate all allegations of abuse or neglect against Agency personnel, or made against an Individual, when the allegation occurs during service provision or on Agency premises. Agency shall implement corrective actions in accordance with such investigations.

1.3.6.10. Be free from the improper application of restraints or seclusion. Restraints or seclusion may only be used in a manner consistent with Part 2.14 of 2 CCR 502-1.

1.3.6.11. Expect that Agency in which the Individual is admitted can meet the identified and reasonably anticipated care, treatment, and service needs of the Individual.
1.3.6.12. Receive care from Agency in accordance with the Individual's needs.
1.3.6.13. Have the confidentiality of their Individual records maintained.
1.3.6.13.1. Agency must comply with all applicable state and federal laws and regulations for release of information including but not limited to 42 C.F.R. Part 2, C.R.S. §27-65-123 and HIPAA.
1.3.6.13.2. When obtaining informed consent or an authorization for release of information, the signed release must state, at a minimum:
1.3.6.13.2.1. Persons who may receive the information in the records;
1.3.6.13.2.2. The purpose for obtaining this information;
1.3.6.13.2.3. The information to be released;
1.3.6.13.2.4. That the release may be revoked by the Individual, or legal representative at any time; and
1.3.6.13.2.5. That the release of information is only valid for a time period specified but such time cannot exceed two (2) years from the date of signature.
1.3.6.14. Receive care in a safe setting.
1.3.6.15. Be notified if referrals to other providers are to entities in which Agency has a direct or indirect financial benefit, including a benefit that has financial value, but is not a direct monetary payment.
1.3.6.16. Formulate medical and psychiatric advance directives and have Agency comply with such directives, as applicable, and in compliance with applicable state statute.
1.3.6.17. When Agency is aware that an Individual has developed advance directives, Agency shall make good faith efforts to obtain the directives, and the directives must become part of the Individual's record.
1.3.6.18. Agency shall disclose the policy regarding Individual rights to the Individual or the Individual's designated representative prior to treatment or upon admission, where possible. For any services requiring multiple Individual encounters, disclosure provided at the beginning of such care or treatment course must meet the intent of the regulations.

1.3.7. Services to Persons Who are Deaf or Hard of Hearing. Agency shall comply with the following specifications of the Americans with Disabilities Act (ADA):
1.3.7.1. Treatment services provided to persons who are deaf or hard of hearing shall comply with the Americans with Disabilities Act (ADA), (ADA Regulations, Title III, Regulation 28 CFR Part 36, Subpart C, Section 36.303).
1.3.7.2. When an interpreter is the appropriate auxiliary aid or service, the sub-contractor shall provide a "qualified interpreter" per ADA Regulations, Title III, Regulation 28 CFR Part 36, Appendix B, and ADA Regulations, Title III, Regulation 28 CFR Part 36 Subpart A, Section 36.104, which specify that if a friend or family member is offered as

an interpreter, a non-family, non-friend interpreter must also be offered as a choice to the Individual.

1.3.7.3. Agency "may not place a surcharge on a particular Individual with a disability to cover the cost of measures, such as the provision of auxiliary aids or program accessibility, that are required to be provided that Individual or group with the nondiscriminatory treatment" (ADA Regulations, Title III, Regulation 28 CFR Part 36, Subpart C, Section 36.301(c).

1.3.7.4. The BHASO may fund Agency's operation of and participation in Colorado Daylight Partnership Learning Collaboratives to develop and expand sustainable statewide capacity to deliver consistent, high quality, accessible mental health and substance abuse services to deaf, hard of hearing, and deafblind (D/HOH/DB) Individuals.

1.3.8. Nondiscrimination. In addition to other nondiscrimination language contained in this Agreement, Signal and Agency may not discriminate against Individuals with any of the following characteristics:

1.3.8.1. Race
1.3.8.2. Limited English proficiency
1.3.8.3. Sex
1.3.8.4. Gender identity / gender expression
1.3.8.5. Sexual orientation
1.3.8.6. Involuntarily committed to treatment pursuant to C.R.S. §27-81-112 and C.R.S. §27-82-108;
1.3.8.7. Pregnancy status
1.3.8.8. Use of drugs by injection
1.3.8.9. Presence of co-occurring psychiatric disorders
1.3.8.10. Use of prescribed psychotropic medications
1.3.8.11. Use of medication for the treatment of opioid disorder
1.3.8.12. Deaf or Hard of Hearing
1.3.8.13. HIV positive status
1.3.8.14. AIDS diagnosis
1.3.8.15. High risk behavior
1.3.8.16. Aid to the needy disabled recipient
1.3.8.17. Use of drugs other than alcohol
1.3.8.18. Disabled as defined by the Americans with Disabilities Act
1.3.8.19. Veteran or active military
1.3.8.20. Socioeconomic status
1.3.8.21. Education level
1.3.8.22. Ethnicity

1.3.9. Cultural Responsiveness in Service Delivery.

1.3.9.1. Agency shall include services that address the language, ability, and cultural barriers, as necessary, to serve communities of color and other Underserved Populations.

1.3.9.2. To ensure the provision of culturally and linguistically appropriate services, Agency shall:

1.3.9.2.1. Ensure all methods and procedures used to assess and evaluate an Individual are able to be provided in the preferred language and/or communication method of frequently encountered limited English proficiency (LEP) groups.

1.3.9.2.2. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in the service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs in order to inform the provision of culturally and linguistically appropriate services and improve access and quality of services for these groups.

1.3.9.2.3. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary spoken languages in order to inform the provision of culturally and linguistically appropriate services and improve access for these communities.

1.3.9.2.4. Be able to provide oral and written notice to Individuals with limited English proficiency in the preferred language and/or communication method of frequently encountered limited English proficiency (LEP) groups of Agency to inform them of their right to receive language assistance services and how to do so. Language assistance services must be free of charge to the Individual, be accurate and timely, and protect the privacy and independence of the Individual receiving services.

1.3.9.2.5. Provide documents or messages vital to an Individual's ability to access services (for example, registration forms, sliding scale fee discount schedule, after-hours coverage, signage) in languages common in the community served, taking account of literacy and developmental levels and the need for alternative formats. Such materials shall be provided at intake.

1.3.9.2.6. Provide interpretation and translation services in a manner that meets the needs of the Individual.

1.3.9.2.6.1. The BHASO and Agency shall not require or suggest using family or friends as interpreters. This requirement exists in order to ensure complete, accurate, impartial, and confidential communication. An Individual shall not be required to provide their own interpreter. The BHASO/Agency shall not rely on an adult accompanying an Individual with limited English proficiency (LEP) to interpret or choose to facilitate communication except:

1.3.9.2.6.1.1. In an emergency involving an imminent threat to the safety or welfare of an Individual or the public, where there is no qualified interpreter for the Individual with limited English proficiency immediately available.

1.3.9.2.6.1.2. Where the Individual with limited English proficiency specifically requests that the accompanying adult interpret or facilitate communication, the accompanying

adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

1.3.9.2.6.1.3. Personnel should suggest that a trained interpreter be present in these instances to ensure accurate interpretation and should document the offer and declination in the Individual's record.

1.3.9.2.6.2. Minor children must not be used as interpreters, nor be allowed to interpret for their parents when the minor is the Individual receiving services, unless there is an emergency involving an imminent threat to the safety or welfare of an Individual or the public when no other interpreter is available.

1.3.9.2.6.3. To the extent interpreters are used, and an interpreter is not provided by the Individual, the interpreters must be trained to function in a medical and/or behavioral health setting, adhere to accepted interpreter ethics principles, including Individual confidentiality and be able to interpret effectively, accurately, and impartially.

1.3.9.2.7. Provide auxiliary aids and services needed for effective communication, that are Americans with Disabilities Act (ADA) compliant and responsive to the needs of Individuals with disabilities (e.g., sign language interpreters, videophones).

1.3.9.2.8. Implement strategies to recruit, support, and promote personnel that are representative of the demographic characteristics, including primary spoken languages of the communities in Agency's service area.

1.3.9.2.9. Agency are responsible for training personnel on interpretation and translation services available to facilitate services. This includes training personnel on the procedures to access and use such services.

1.3.10. Social Determinants of Health.

1.3.10.1. Agency shall demonstrate an understanding of the health disparities and inequities impacting Individuals in care.

1.3.10.2. Recognizing that the conditions in which Individuals live also impact their health and well-being, Agency shall establish relationships and collaborate with economic, social, educational, justice, recreational and other relevant organizations to promote the health of local communities and populations.

1.3.10.3. Agency shall uphold the expectation that, in the creation or promotion of programs, priority emphasis is placed on stigma reduction and disease mitigation and overdose prevention and response, creating a culture of support that aligns with these crucial objectives.

1.3.10.4. Agency shall know, understand, and implement initiatives to build local communities to optimize health and well-being, particularly for those Individuals with complex needs that receive services from a variety of agencies.

1.3.10.5. Agency shall establish relationships and communication channels with community organizations that provide resources such as food, housing, energy assistance, childcare, education and job training in the Region.

1.3.10.6. Agency shall collaborate with school districts and schools to coordinate care, provide resources, and develop programs to support the behavioral health of children and youth.

1.3.10.7. Agency shall coordinate with its Region's RAE to leverage the statewide Community Resource Inventory (CRI) through the SHIE infrastructure, when available.

1.3.10.8. Agency shall identify and promote community engagement with evidence-based and promising initiatives operating in the Region that address the social determinants of health. The BHASO shall work with community organizations to remove roadblocks to access to programs and initiatives, particularly evidence-based/promising practice programs in the Region, leveraging the SHIE infrastructure, when available.

1.3.10.9. Agency shall share information with Signal and with community organizations in the Region about identified community social service gaps and needs.

1.3.10.10. Agency shall engage with hospitals and local public health agencies regarding their community health needs assessments to develop and implement collaborative strategies to reduce health inequities and disparities in the community.

1.3.10.11. Agency shall collaborate with Signal, state agencies, and regional and local efforts in order to expand the community resources available to Individuals.

1.3.11. Evidence Based Practices.

1.3.11.1. SAMHSA annually tracks Evidence Based Practice (EBP) programming for the treatment of behavioral health disorders throughout the states receiving funding. For the purposes of this Agreement, Evidence-based interventions are defined by inclusion in one or more of the three categories below:

1.3.11.1.1. Included in Federal registries of evidence-based interventions;

1.3.11.1.2. Reported with positive effects on the primary targeted outcome in peer-reviewed journals; or

1.3.11.1.3. Documented effectiveness supported by other sources of information and the consensus judgment of informed experts.

1.3.11.1.3 Deliverable Summary
Agency shall submit CoBHRM EBP elements, as applicable, for every admission via Unity.
Due Date: 10th of the month following the month of service

1.3.12. Access to Medication-Assisted Treatment. In accordance with C.R.S. §27-50-403(e), BHASOs are prohibited from purchasing treatment modality services from providers that deny or prohibit access to any medically necessary treatment, including medication-assisted treatment, as defined in C.R.S. §23-21-803, for SUD.

1.3.12.1. Funds may not be expended through the grant or a subaward by any Agency which would deny any eligible Individual, patient or Individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone

combination formulations and buprenorphine mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.)

1.3.12.2. Specifically, Individuals must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the Individual and determined that methadone is an appropriate medication treatment for the Individual's opioid use disorder.

1.3.12.3. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider.

1.3.12.4. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial.

1.3.12.5. Agency shall assure that Individuals will not be compelled to discontinue MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

1.3.13. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any Individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

1.3.14. Attribution of Individuals Seeking Services. Agency shall serve Individuals regardless of the Individual's home address, if other eligibility criteria are met.

1.3.15. Background Checks. Agency's staff who have direct contact with vulnerable persons, including but not limited to staff of the Outpatient Competency Restoration program, shall complete and submit a background check with the Colorado Bureau of Investigation in accordance with C.R.S. §27-90-111. No contact with Individuals shall take place until the background check is completed and passed.

1.3.16. **Conflicts of Interest for Agency.** A conflict of interest occurs when an individual or organization has a personal or business interest that conflicts with their professional obligations or responsibilities. If a conflict, the appearance of a conflict, or uncertainty as to whether a conflict or the appearance of conflict arises, Agency shall submit a Conflict of Interest Disclosure Form to Signal as a disclosure statement for BHA's consideration. Signal and Agency shall follow BHA's direction regarding the conflict. Business relationships, or other organizational structuring (e.g. branches, subsidiaries, or other business forms) that are structured to circumvent the reporting of offsetting revenue shall not be allowed. Additionally, matching expenses should be reported consistently with their matching revenue streams, and not reported in another business entity.

1.3.17. **Peer Support Professionals.**

1.3.17.1. Peer support can be defined as the process of giving and receiving nonprofessional, nonclinical assistance from Individuals with similar conditions or circumstances to achieve long-term recovery from psychiatric, alcohol, and/or other drug-related conditions (Tracy, K. and Wallace, S. Benefits of peer support groups in the treatment of addiction. (2017). Available at: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5047716/

1.3.17.2. By sharing their own lived experience and practical guidance, Peer Support Professionals help Individuals to develop their own goals, create strategies for self-empowerment, and take concrete steps towards building fulfilling, self-determined lives for themselves. They support Individuals in recovery to connect with their own inner strength, motivation, and desire to move forward in life, even when experiencing challenges (Peers Supporting Recovery from Mental Health Conditions. (SAMHSA, 2017). Available at: https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/peers-supporting-recovery-mental-health-conditions-2017.pdf)

1.3.17.3. Peer Support Professionals offer different types of support, including emotional (empathy and camaraderie), informational (connections to information and referrals to community resources that support health and wellness), instrumental (concrete supports such as housing or employment), and affiliation support (connections to community supports, activities, and events) (SAMHSA, 2017).

1.3.17.4. Peer support is valuable not only for the person receiving services, but also for behavioral health professionals and the systems in which they work. Peer workers educate their colleagues and advance the field by sharing their perspectives and experience in order to increase understanding of how practices and policies may be improved to promote wellness and resiliency. This is particularly important in mental health systems, where historical oppression, violence, and discrimination present significant barriers to recovery for many Individuals. Peer workers play vital roles in

moving behavioral health professionals and systems towards recovery orientation (SAMHSA 2017).

1.3.17.5. Peer Support Professionals may not be required to complete the following tasks/activities:

1.3.17.5.1. Monitoring urinalysis

1.3.17.5.2. Janitorial duties

1.3.17.5.3. Performing clinical/diagnostic assessments, service planning, or treatment

1.3.17.5.4. Medication work monitoring or suggestions

1.3.17.5.5. Restraints

1.3.17.5.6. Assessments outside of recovery services

1.3.17.5.7. Give legal advice

1.3.17.5.8. Serve as twelve-step (mutual aid) sponsors

1.3.17.5.9. Any task that the Peer Support Professional has not received sufficient training to complete.

1.3.17.6. If Agency intends to engage Peer Support Professionals in delivering a billable service, Agency must verify that the Peer is eligible to perform the service per the State Behavioral Health Services Billing Manual produced by HCPF and BHA. This review process may require analysis about how, when, and why to utilize different types of professionals and paraprofessionals in a specific intervention.

1.3.17.7. Minimum standards:

1.3.17.7.1. Certification as a Colorado Peer and Family Specialist is encouraged.

1.3.17.7.2. Reimbursement or stipends for the costs of certification as a Colorado Peer and Family Specialist is an allowable expense of this Agreement, as funding allows.

1.3.17.7.3. At minimum, Peer Support Professionals employed by the BHASO or Agency must complete training in the IC&RC Domains of peer recovery (https://icaada.org/wp-content/uploads/2021/11/ICRC-Domain-Explanation.pdf) and core competencies. Training does not necessarily need to be provided by IC&RC but must be given additional culturally relevant training. Training consists of sixty (60) total hours of training within each of the domains:

1.3.17.7.3.1. Ten (10) hours of Advocacy

1.3.17.7.3.2. Ten (10) hours of Mentoring and Education

1.3.17.7.3.3. Ten (10) hours of Recovery and Wellness Support

1.3.17.7.3.4. Sixteen (16) hours of ethics

1.3.17.7.3.5. Fourteen (14) hours of additional training

1.3.17.7.3.5.1. Trauma informed care,

1.3.17.7.3.5.2. Cultural sensitivity,

1.3.17.7.3.5.3. Whole health,

1.3.17.7.3.5.4. Substance use,

1.3.17.7.3.5.5. Mental health, and

1.3.17.7.3.5.6. Family support if not already covered.

1.3.17.8. Agency shall promote development and retention of Peers by strategies including but not limited to:

1.3.17.8.1. Offer a living wage / competitive pay;

1.3.17.8.2. Invest in Peers' professional development, including creating career pipelines;

1.3.17.8.3. Equipping Peers with effective supervision with effective tools

1.3.18. Training and Learning Hub.

1.3.18.1. Agency shall provide annual documentation of all clinical training it provides to its staff and if applicable, subcontractors, including type of training, training content, total hours completed, and the names and number of participants. All training agencies external to OwnPath Learning Hub must be BHA-approved to establish and provide statewide standards of care.

1.3.18.1.1. BHA operates a learning management system called the OwnPath Learning Hub (Learning Hub). Learning Hub will serve as a central location to provide ongoing, accessible training for the behavioral health workforce in Colorado. Training content will primarily focus on increasing and reinforcing knowledge of Licensed Behavioral Health Providers within the state. Non-licensed support professionals can also access the entire course catalog to increase their knowledge, gain community college credits towards an Associate's degree (Not all courses contribute towards Associate degree), and demonstrate competency required by the BHASO for its Network.

1.3.18.1.2. Signal and Agency shall use the Learning Hub as directed by the BHA in guidance that may be released during the performance period, as amended.

1.3.18.1.3. Learning Hub trainings may be used to meet baseline standard professional development proficiency in the subject matter of the trainings. Where trainings from outside Learning Hub are used, SIGNAL shall monitor and audit the trainings to baseline standard professional development proficiency.

1.3.18.1.3.1. Learning Hub trainings must be kept current as BHA, DORA, HCPF or the relevant licensing bodies require.

1.3.18.2. Signal shall establish training plans for staff of Signal and for staff in Agency. Staff shall be trained as appropriate for their position. Each organization shall maintain training documentation for its own staff

1.3.19. Licensing and Designation Database Electronic Record System (LADDERS).

AGENCY shall use LADDERS (https://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, update daily bed counts (as applicable based on contract requirements), and submit policies and procedures. (Parts 2.18, 2.20, and 2.23 of 2 CCR 502-1).

1.3.20. **Press Releases.** All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed and approved by BHA program and communications staff. Signal will facilitate this review process.

1.3.21. Payment and Invoicing

1.3.21.1. Timely invoicing requirements:

1.3.21.1.1. All invoices are due to Signal no later than the 15th day of the month following the month of service, except for the following:

1.3.21.1.1.1. CYMHTA invoices are due no later than the 5th day of the month following the month of service

1.3.21.1.1.2. SOR invoices are due no later than the 10th day of the month following the month of service.

1.3.21.1.1.3. FFPSA invoices are due no later than the 10th day of the month following the month of service.

1.3.21.1.1.4. QRTP Room and Board invoices are due no later than the 10th day of the month following the month of service.

1.3.21.1.1.5. BH Transportation invoices are due no later than the 10th day of the month following the month of service.

1.3.21.1.1.6. Relating to period close, a different date specified by Signal.

1.3.21.1.2. Invoices that are not delivered by their due dates may result in delayed or no payment at all. This includes back-invoicing for previous months.

1.3.21.1.2.1. Example: If a January invoice was not submitted by February 15th, the expenses associated with what would have been the January invoice, should not be submitted on a subsequent invoice, unless Signal approves an exception.

1.3.21.2. All invoices must be uploaded to Unity (https://unity.signalbhn.org) with the following naming convention:

1.3.21.2.1. [Provider Name] [BHASO Region #] [Service] [Category] [MonthYear]

1.3.21.2.1.1. Example: ABC Company Region 2 IPS SUD 0326. Defined:

1.3.21.2.1.1.1. Provider Name: ABC Company

1.3.21.2.1.1.2. BHASO Region #: Region 2

1.3.21.2.1.1.3. Service: IPS

1.3.21.2.1.1.4. Category: SUD

1.3.21.2.1.1.5. MonthYear: 0326 (this is the month of invoicing, not the month of submission)

1.3.21.2.2. Do not add any additional or special characters to invoice filenames or titles. Invoices that are not named correctly could result in payment delays or no payment at all.

1.3.21.3. Payment Timeframe:

1.3.21.4. Signal will pay Agency via ACH no later than 30 days after submission of a timely and correct invoice. Exceptions to this include:

1.3.21.4.1. Any services funded by BHA General Accounting Encumbrances (GAEs), including:
1.3.21.4.1.1. Transportation for Behavioral Health Services
1.3.21.4.1.2. CYMHTA
1.3.21.4.1.3. Assessments, including FFPSA, ESA, CYMHTA, and others
1.3.21.4.1.4. Involuntary Commitment service funding
1.3.21.4.1.5. QRTP room and board services
1.3.21.5. In addition to the restrictions set forth at 1.3.21.1 the definition of a timely and correct invoice includes the following:
1.3.21.5.1. Invoice has been uploaded to the correct folder in Unity and the title follows the required naming convention defined in 1.3.21.2
1.3.21.5.2. DACODS/CCARS or CoBHRM, and Encounters (via Unity) have been submitted timely, thoroughly, and accurately.
1.3.21.5.2.1. All encounters, regardless of payer, shall be submitted to Signal.
1.3.21.5.3. All deliverables and reports have been submitted on time and accurately.
1.3.21.5.4. For capacity invoices, the budget methodology must follow BHA's capacity budget methodology, including, but not limited to:
1.3.21.5.4.1. Invoice uses the correct template, is in Microsoft Excel format (not a PDF), required backup documentation and receipts are included.
1.3.21.5.4.2. Indirect rate is not applied against unallowable expenses.
1.3.21.5.4.3. Revenue offsets are properly reported, including Medicaid revenue for Medicaid-covered services. Business relationships, or other organizational structuring (e.g. branches, subsidiaries, or other business forms) that are structured to circumvent the reporting of offsetting revenue shall not be allowed. Additionally, matching expenses should be reported consistently with their matching revenue sources, and not reported in another business entity.
1.3.21.5.4.4. Continuation of this Agreement and payments hereunder shall be subject to the availability of federal and state funds to Signal under the BHASO Agreement. In the event that such funds, or any part thereof, becomes unavailable, Signal shall promptly notify Agency. Signal shall have no liability for payment of funds following Agency's receipt of such notice unless approved and paid for by BHA (*e.g.*, for costs arising from financial obligations incurred prior to receipt of notice regarding unavailability of funding).
1.3.21.6. Signal shall pay Agency for approved invoices from funds provided by BHA and shall not be liable for payment from its own funds for any amounts due to Agency.

1.3.22. Indirect Rate for Agency

1.3.22.1. If Agency has a Federally-negotiated indirect rate, Signal must use that rate for this Agreement, unless otherwise limited by statute or a federal grant.
1.3.22.2. If Agency has a State-negotiated indirect rate, Signal must use that rate for this Agreement, unless otherwise limited by statute or a federal grant.

1.3.22.3. If Agency has never had a federally-negotiated indirect rate, Signal may use a fifteen (15%) percent de minimis rate for this Agreement.

1.3.22.4. If an indirect rate is limited by statute or funding regulations, that rate shall prevail.

1.3.23. Payor of Last Resort

1.3.23.1. Agency shall ensure that all billable services are submitted to Medicaid and other third-party payors. Agency may not use BHA funds to pay for Medicaid-covered services for Medicaid-enrolled individuals.

1.3.24. Capital Expenditures

1.3.24.1. Unless otherwise stated in the Statement of Work, capital costs are not allowable expenses.

1.3.24.2. When capital costs are allowable expenses, the following terms apply:

1.3.24.2.1. Agency shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. Agency is required to contact and confirm with Signal in any circumstance where they intend to dispose of the asset(s).

1.3.24.2.2. Agency may obtain, or renovate a facility to house the programming, or purchase capital assets if permissible by the terms of the program's Statement of Work and included in the approved budget.

1.3.24.2.3. For capital projects or investments exceeding $50,000, Agency shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract or amendment execution initiating such work to Signal.

1.3.24.2.4. Agency must receive approval for initiating next steps with a delayed project work plan. Agency's contract must also be revised and receive approval for the work plan to accommodate the change in schedule.

1.3.24.2.5. Agency shall permit Signal and BHA to perform site visits as necessary.

1.3.24.2.6. During the period of performance, an Agency may use property, supplies, or equipment purchased with BHA funding for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the funding requirements.

1.3.24.2.7. If an Agency changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

1.3.24.2.8. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in alignment with the funding source.

1.3.24.2.9. If an asset's use shifts within the parameters of the eligible purpose after the period of performance, no repayment would be required.

1.3.24.2.10. If an asset's use shifts outside the parameters of the eligible purpose after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact Signal fiscal leadership for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.

1.3.24.2.11. Agency is responsible for being able to substantiate its determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements of this Agreement. Agency is not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

1.3.24.2.12. Agency shall maintain property records for the duration of the award and at minimum three (3) years after final report which at a minimum include:

1.3.24.2.12.1. a description of the property

1.3.24.2.12.2. a serial number or other identification number

1.3.24.2.12.3. the source of funding for the property (including the FAIN)

1.3.24.2.12.4. who holds title

1.3.24.2.12.5. the acquisition date(s)

1.3.24.2.12.6. cost of the property

1.3.24.2.12.7. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.

1.3.24.2.12.8. the location, use and condition of the property.

1.3.24.2.12.9. Any ultimate disposition data including the date of disposal and sale price of the property.

1.3.25. Start-up Costs

1.3.25.1. If Signal reimburses Agency for any start-up costs and Agency closes the program or facility then the following shall be the financial repayment responsibility of Agency:

1.3.25.1.1. Within three years of opening, or longer if specified by the funding source, Agency shall reimburse Signal for one-hundred percent (100%) of said start-up costs within sixty (60) days of the closure.

1.3.25.1.2. Within five years of opening, or longer if specified by the funding source, Agency shall reimburse Signal for fifty percent (50%) of said start-up costs within sixty (60) days of the closure.

1.3.26. Expenses Requiring Prior Approval. Provider must request approval from Signal prior to incurring the following costs at the provider level: gift cards; incentive payments to clients; costs that may be considered entertainment; promotional items; fines, penalties, or damages; other costs Signal is concerned may be subsequently disallowed.

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

1.3.28. Agency Audits

1.3.28.1. By the earlier of 30 days after receipt of an auditor's report(s) or nine months after the close of Agency's fiscal year, Agency shall submit:

1.3.28.1.1. Single Audit, if Agency meets the threshold; and

1.3.28.1.2. Audited financial statements; or

1.3.28.1.3. Unaudited financial statements if Agency's expenditure of federal funds in its most recent fiscal year was less than the Single Audit threshold.

1.3.28.2. If Agency is a for-profit organization, Agency shall have a program-specific audit conducted by an independent CPA firm on SAMHSA major programs listed in the annual compliance supplement. The program audit shall be submitted to Signal within (30) days of receipt or 9 months after the fiscal year end, whichever is sooner.

1.3.28.3. When submitting audit reports, Agency must include associated special reports, the management letter, and any auditor's opinion letter.

1.3.28.4. Signal shall require a special audit test/auditors' statement as part of single audit reviews or financial review statements that state that Agency has adhered to all SUPTRS and MHBG fiscal expenditure restrictions and requirements.

1.3.28.4 Deliverable Summary

The following items shall be furnished to Signal:
• If Agency expends $1,000,000 or more in federal funds during its most recent fiscal year:
  ○ Single Audit; and
  ○ Audited financials
  ○ Audit submissions must include the audit report, associated special reports, management letter, and auditors opinion.
• If Agency expends less than $1,000,000 but equal to or greater than $300,000 of any funds during its most recent fiscal year:
  ○ Audited financials
• If Agency is a for-profit organization, Agency shall have a program-specific audit conducted by an independent CPA firm if receiving over $500,000 in funding

Due Date: The earlier of 30 days after receipt of an audit report or nine months after the close of Agency's fiscal year:

1.3.29. Medicaid Management Information System (MMIS)

1.3.29.1. For Agency offering services which are included in Medicaid:

1.3.29.1.1. Agency is also required to enroll in the MMIS, if not already enrolled, and add the BHA Payer. If needed, Signal will assist Agency with this process.

1.3.29.1.2. Agency must update their provider information in the MMIS portal affiliate with Signal during the time that the contractor enrolls in MMIS (or later, if already enrolled). See: https://hcpf.colorado.gov/prov-maintenance#affil for more information.

1.3.30. Medicaid Eligibility, generally. Agency shall verify if an Individual is Medicaid eligible within one business day of a non-emergency (crisis behavioral health or withdrawal management) service. If the Individual is found to be Medicaid eligible and not yet enrolled, Agency shall offer to assist the Individual to enroll in Medicaid. Signal Provider Network shall utilize the PeakPro System, or the MMIS Provider Portal, to review Medicaid eligibility, and attempt to enroll the Individual if they have not applied within the last 12 months. If an Individual is Medicaid eligible and enrolled and Medicaid covers the services, Medicaid must be billed for those services.

1.3.31. PeakPro System. The BHA is implementing the utilization of PeakPro for Providers of BHA services. This is a tool offered to providers to streamline Medicaid eligibility verification as well as Individual enrollment into Medicaid and the BHA services. BHASOs and BHASO Network Providers will be required to utilize PeakPro to (1) verify Medicaid eligibility, (2) assist with enrollment into the Medicaid program when requested or appropriate, and/or (3) obtain a state identifier for an individual.

1.3.31.1. Training and access for PeakPro will be provided by the BHA. BHASOs and Agencies will participate in applicable workgroups, training, and testing activities. Upon access and training, subcontracted providers shall begin to implement PeakPro into operations. BHASO Network Providers are required to reference either the Medicaid ID or the state identifier on encounter submissions. Providers offering services that require CoBHRM and encounter data must maintain active enrollment in PeakPro with at least one active user at all times.

1.3.32. Financial Statement. Agency shall provide the financial information below to Signal, if requested during audit or credentialing.

1.3.32 Deliverable Summary
The following items shall be furnished to Signal: • A Federal form 990 of Agency shall be furnished to Signal.   ○ If Agency is not a nonprofit organization, Agency shall provide its publicly audited financial statements. • Agency's financial statements including balance sheet, income statement, and statement of cash flows, to disclose the amount of money in Agency's reserves.

- Any financial backup information to validate financial statements (*e.g.*, bank statements).
- This documentation must be provided, if requested of Agency or any Agency subcontractors of the contracted provider

Due Date: If requested by Signal, by the date requested.

1.3.33. **Registration with SAM.gov.** Agency must register, and keep updated, their registration with SAM.gov if they receive any federal funds

1.3.34. **Rights of BHA.** BHA reserves the right to require renegotiation of, or reject, Signal's contracts with any subcontractor. Upon request by BHA, all subcontracts for direct services entered into by Signal are subject to prior review and written approval by BHA.

1.3.35. **BHE Licensing.** When subcontracting for treatment services with providers who are required by law and 2 CCR 502-1 Behavioral Health Rules to hold Behavioral Health Entity licenses, such subcontracts are predicated on state licensing compliance and Good Standing status. It is unlawful for any person, partnership, association, or corporation to conduct or maintain a Behavioral Health Entity, including a substance use disorder program or alcohol use disorder program, without having obtained a license from the BHA.

1.3.36. **Access to Care by Comprehensive Behavioral Health Safety Net Provider.** AGENCY shall ensure that they are able to provide clinical services, including medication management, within one business day if an established/known Individual presents with an urgent need.

1.3.37. **Clinically Necessary Residential Care.** Agency shall respond to a retrospective quality review sampling process by Signal to assure that only clinically necessary non-crisis Residential services are provided. For SUD services, Agency shall apply ASAM criteria to determine level of care needed. ASAM justification must be provided for placement in SUD residential services.

1.3.38. **Interruptions to 24/7 Services.** Interruptions to 24/7 services should be rare.

1.3.38.1. Agency shall make good faith efforts to avoid repeated or similar service interruptions. Failure to do so may result in some or all of the following, as set forth in the Master Services Agreement:

1.3.38.1.1. Funding being withheld until there is resolution to the satisfaction of Signal.

1.3.38.1.2. Forfeited funding for periods of service interruptions.
1.3.38.1.3. Corrective Action Plans.
1.3.38.1.4. Termination for Cause of this Agreement.

1.3.39 Deliverable Summary
For all 24/7 modalities, in the event there is any interruption in service provision the Contractor shall notify Signal prior to the interruption of service (or within no more than 4 hours of the service interruption, if due to emergency circumstances, including time of onset and which services were impacted. When the interruption to service is resolved, Signal will be notified by Agency.
Due Date: Prior to service interruptions.

1.3.39. Closure of Services and Reductions in Force.

1.3.39.1. If an Agency seeks to close services funded under this Agreement, Agency must contact Signal in advance to inform Signal. The closure may trigger other provisions of this Agreement, including, but not limited to repayment of funds for start-up costs related to such services, funds advanced to Agency by Signal, and disallowed costs.

1.3.39.2. If AGENCY intends to conduct a reduction in force which affects a program funded through this Agreement, Agency shall notify SIGNAL in advance of the reduction in force. The reduction in force may trigger other provisions of this agreement, including, but not limited to repayment of funds for any pre-payments for prospective services impacted by such reduction in force received by Agency

1.3.40. Critical Incidents. BHASO Network Providers that are licensed or regulated by BHA shall adhere to the most current State Behavioral Health Services Critical Incident rules in Part 2.16 of 2 CCR 502-1, made a part of this Agreement herein by reference. AGENCY must also supply critical incidents related to services funded under this Agreement to SIGNAL.

1.3.41. Monitoring. Signal will create a risk evaluation and monitoring plan for Agency. Agency, and any of its subcontractors or sub-recipients with whom the Agency may subcontract with for services related to this contract, shall participate in monitoring activities as required by Signal, including, but not limited to:

1.3.41.1. Site visits, both in-person and virtually.
1.3.41.2. Annual service and fiscal audits.
1.3.41.3. General inquiries, as needed.
1.3.41.4. Signal Peer Reviews by another Signal for purposes of validating Signal's performance.
1.3.41.5. Completing Block Grant monitoring checklists, if Agency receives Block Grant funding.

1.3.41.6. Following up to ensure that Agency takes timely and appropriate actions on all deficiencies detected through audits, site visits, and other monitoring activities.
1.3.41.7. Issuing management decisions for audit findings pertaining to this Agreement.

1.3.42. Performance Hub.

1.3.42.1. BHA will establish a performance monitoring system, referred to as the Performance Hub, to track capacity and performance of all behavioral health providers, including those that contract with BHASOs, and inform needed changes to the public and private behavioral health system in the state. C.R.S. § 27-50-201.
1.3.42.2. BHA will set minimum performance standards for treatment of children, youth, and adults that address key metrics for behavioral health providers and BHASOs, including but not limited to:
1.3.42.2.1. Accessibility of care, including:
1.3.42.2.1.1. Availability of services;
1.3.42.2.1.2. Timeliness of service delivery; and
1.3.42.2.1.3. Capacity tracking consistent with C.R.S. §27-60-104.5; and
1.3.42.2.2. Quality of care, including appropriate triage and access based on client need and for priority populations.
1.3.42.3. BHA will develop a collaborative process for establishing minimum performance standards.
1.3.42.3.1. In setting minimum performance standards, the BHA shall collaborate with state agencies to consider:
1.3.42.3.1.1. Evidence-based and promising practices;
1.3.42.3.1.2. Themes identified through Grievances;
1.3.42.3.1.3. Input from the Behavioral Health Administration Advisory Council (BHAAC);
1.3.42.3.1.4. Alignment with existing state and federal requirements;
1.3.42.3.1.5. Alignment with the BHA's comprehensive state plan developed pursuant to C.R.S. §27-50-105(2); and
1.3.42.3.1.6. Reducing the administrative burden of data collection and reporting for behavioral health providers.
1.3.42.3.2. BHA will incorporate the Children and Youth Working Group Framework developed pursuant to C.R.S. §27-50-201(3.5) in setting minimum performance standards for children and youth.
1.3.42.3.3. BHA will collaborate with the Department of Health Care Policy and Financing (HCPF) to align performance metrics and standards for providers, managed care entities, and BHASOs.
1.3.42.3.4. BHA will collaborate with HCPF to establish data collection and reporting requirements that align with the performance standards established in this section and that are of a high value in promoting systemic improvements. In establishing data

collection and reporting requirements, BHA must consider the impact on behavioral health providers and clients and state information technology systems.

1.3.42.3.5. In addition to evaluating the performance of BHASOs and Agency, the Performance Hub will support establishment of statewide, regional, and local behavioral health network adequacy standards, including standards specific to children and youth, when appropriate.

Part 2: Care Coordination

Article 2.1: Care Coordination

2.1.1. Service Description and Objectives

2.1.1.1. Care coordination is a set of services that deliberately synchronizes and organizes the delivery of an Individual's health care from multiple providers and specialists to facilitate the appropriate delivery of health care services. Care coordination focuses on the whole-person health needs of the Individual and facilitates easy access to a range of health care services and providers, good communications between providers and the Individual, clear and simple information that Individuals can understand and effective care plan transitions between providers.

2.1.1.2. Agency shall provide care coordination in accordance with Part 12.3.3 of 2 CCR 502-1.

2.1.1.3. Signal and Agency shall provide care coordination in accordance with C.R.S. § 27-50-404 and C.R.S. § 27-60-204.

2.1.1.4. If Agency is a Comprehensive Behavioral Health Safety Net Providers shall perform Care Management in accordance with Part 12.5.7 of 2 CCR 502-1.

2.1.2. Standards and Requirements

2.1.2.1. Signal shall monitor that care coordination services are delivered at the appropriate tier to Individuals who contact Signal for care navigation services and are then connected to Agency for services or who are screened by Agency to benefit from care coordination services.

2.1.2.1.1. Signal may require Agency to utilize its care coordination platform.

2.1.2.2. Signal shall oversee that the full continuum of care coordination interventions is available for Individuals, whether delivered by Signal or Agency.

2.1.2.3. Signal's comprehensive care coordination program shall include care coordination activities delivered by Signal and Agency and will coordinate with other state and community partners, including but not limited to the BHA, RAEs, CMAs and other agencies for related or complementary work.

2.1.2.4. Signal's care coordination program shall support the delivery of care coordination activities at the point of care and by those entities who have the strongest relationship with or most consistent engagement with an Individual.

2.1.2.5. Agency shall participate in the coordination of care of Individuals receiving services funded under this agreement.

2.1.2.6. Signal will work to identify and refer to the provider(s) who best meet the needs of the Individual to, including conferencing with Agency staff about the appropriateness of a referral. Signal exercises the right to make the final decision, and Agency is expected to abide by the decision.

2.1.2.7. Agency will provide care coordination services for Individuals to initiate timely access to care that is person-centered, trauma-informed, and culturally and disability competent

with attention to connection to quality crisis supports; mental health and substance disorder services; physical health; and preventative care services including services that address the social determinants of health.

2.1.3. Target Population

2.1.3.1. Intensive care coordination for Individuals with complex behavioral health related care coordination needs. The focus is to promote integrated whole person care across the spectrum of health services. An individualized care plan must always be developed at this tier, arranging for continuity of care, and coordinating the array of services necessary for appropriately treating Individuals.

2.1.3.2. Care Coordination services shall be provided to support Individuals and families to aid in initiating care, navigating crisis supports, provide mental health and substance use disorder (SUD) assistance, provide and coordinate preventative care services, and coordinate or provide services necessary to address an Individual's social determinants of health.

2.1.4. Activities and Services

2.1.4.1. Agency care coordination shall support adults without insurance who are at risk of needing crisis services, psychiatric inpatient hospitalization, or residential levels of care for mental health or substance use disorders.

2.1.4.2. Conduct a standardized care coordination assessment to create and support comprehensive care plans.

2.1.4.2.1. The assessment process may be ongoing and shall include information obtained from the Individual and relevant collateral sources. Assessment questions shall be adaptive and may be modified over time based on the Individual's identified needs, stated preferences, and level of engagement.

2.1.4.2.2. For Individuals that access care coordination through specific programs within the BHASO (e.g. CYMHTA, Involuntary Commitment), ongoing assessments are provided by the existing care coordinator to address whole-person needs. Services in this section are not intended to be duplicative.

2.1.4.2.3. Assessments sent with referrals to an Agency, regardless of program or provider, will be accepted by the receiving Agency.

2.1.4.2.4. Agency will outreach the Individual within three (3) business days of receiving a referral for care navigation from the BHASO and will assist the Individual in connecting to care

2.1.4.2.5. Agency will conduct a minimum of three (3) outreach attempts over fourteen (14) calendar days using different methods (i.e., phone, email), as available, to connect with the Individual. If the care coordinator is unable to reach the Individual after these attempts, or the Individual declines care coordination support, this will be

documented in the Individual's health record and the care coordination referral will be closed.

Article 2.2: Care Coordination for Individuals Under Involuntary Commitment

2.2.1. Service Description and Objectives

2.2.1.1. The purpose is to expedite admission of Individuals involuntarily committed into treatment, reduce the wait time for Individuals in Withdrawal Management facilities, and improve the outcomes for Individuals treated under Involuntary Commitment (IC) processes.

2.2.1.2. Involuntary Commitment Services shall be performed in accordance with C.R.S. 27-81-111, §27-81-112 and BHA Rule Chapter 7 of 2 CCR 502-1.

2.2.2. Target Population

2.2.2.1. Individuals under an Involuntary Commitment order pursuant to C.R.S. §27-81-112.

2.2.2.2. Notwithstanding any other provision of this section to the contrary, Emergency and Crisis Services must be available to any Individual who is experiencing a behavioral health crisis, regardless of whether the Individual is a Priority Population.

2.2.3. Activities and Services

2.2.3.1. Agency shall work collaboratively with Signal to ensure admission at the ASAM level directed by the Signal in order to facilitate timely treatment admission, service provision, and continuity of care by utilizing facilities offering level of care that best meets the needs of the Individual.

2.2.3.2. If Agency operates a licensed Withdrawal Management, SUD Residential Treatment, Crisis Walk-in Center, or Crisis Stabilization Unit facility Agency is required to:

2.2.3.2.1. Follow IC guidelines created by Signal to ensure legislative mandates and applicable rules are followed regarding Emergency Commitment (EC) holds and IC processes.

2.2.3.2.2. Have access to a physician licensed to practice medicine in the State of Colorado for assessments and physician certificates as well as medication evaluations.

2.2.3.2.3. Submit a thorough and complete biopsychosocial assessment and an ASAM assessment and attend a meeting with Signal, and with BHA as requested by Signal, to review assessments of Individuals at least four business days prior to the court date.

2.2.3.2.4. Once an assessment and ASAM are received from Agency with a level of care recommendation, Signal shall begin making referrals to providers that offer the recommended ASAM level of care.

2.2.3.2.5. Coordinate and provide clinically appropriate transportation to ensure continuity of care, (*e.g.*, into care, between levels of care, to medically necessary appointments, and to court dates related to the commitment/re-commitment hearings) as required.

2.2.3.2.6. Provide Individuals with medication and psychiatric evaluations where clinically indicated. Prior written approval from Signal and BHA is required if ancillary funds are being utilized for these services.

2.2.3.3. Agency shall ensure that they:

2.2.3.3.1. Follow IC guidelines created by Signal to ensure adherence to legislative mandates and applicable rule regarding EC holds and IC processes.

2.2.3.3.2. Coordinate and provide clinically appropriate transportation to ensure continuity of care, (*e.g.*, into care, between levels of care, to medically necessary appointments, and to court dates related to the commitment/re-commitment hearings) as required.

2.2.3.3.3. Provide Individuals with medication and psychiatric evaluations where clinically necessary with written approval from BHA.

2.2.3.4. Agency shall complete ASAM level of care assessments with all Individuals at the time of initial IC filing, at readmission to WM, and updated monthly during treatment and during the recommitment process if the ASAM in the monthly report was completed more than ten (10) days prior.

2.2.3.5. Agency shall complete a biopsychosocial assessment with all Individuals at the time of initial IC filing.

2.2.4. Licensing

2.2.4.1. Agency shall obtain a BHE license with appropriate substance use disorder endorsements, including an endorsement to serve emergency and involuntary commitment Individuals. Agencies contracted for ASAM 2.1, 2.5, 3.2WM, 3.7WM, 3.1, 3.5 and 3.7 levels of care must carry an IC endorsement on their license. This includes specialty programs such as STIRT residential services and Special Connections.

Parts 3 and 4: Behavioral Health Services

Agency is only responsible for complying with the Articles referenced in Exhibit B, indicated in the Article(s) column in the funding table.

Article No.	Title	Group
3.1	Emergency and Crisis Behavioral Health Services	Crisis BH
3.2	Mobile Crisis Services	Crisis BH
3.3	Walk-In Crisis Services	Crisis BH
3.4	Crisis Stabilization Services	Crisis BH
3.5	Crisis Respite Services	Crisis BH
3.6	Withdrawal Management	Crisis BH
3.7	Outpatient Behavioral Health Services	Outpatient
3.8	Medications for Opioid Use Disorder	Outpatient
3.9	Contingency Management	Outpatient
3.10	Child First Model Implementation	Outpatient
3.11	Outpatient Competency Restoration	OCR
3.12	Behavioral Health High-Intensity Outpatient Services and Hospital Alternatives	High-Intensity Outpatient
3.13	Assertive Community Treatment	High-Intensity Outpatient
3.14	First Episode Psychosis (ASCENT)	High-Intensity Outpatient
3.15	Forensic Community-Based Services (FCBS)	High-Intensity Outpatient
3.16	Crisis Resolution Teams for Children, Youth and Families	High-Intensity Outpatient
3.17	Substance Use Disorder and Co-Occurring Residential Services	Residential
3.18	Mental Health Residential Services	Residential
3.19	Youth Substance Use Disorder Residential Services	Residential
3.20	Special Connections	Residential
3.21	Community-Based Circle Program	Residential
3.22	Room and Board for QRTPs for Children and Youth	Residential
3.23	Behavioral Health Recovery Supports	Recovery
3.24	[Removed]	[Removed]
3.25	Recovery Living	Recovery
3.26	Individualized Placement and Support (IPS)	Recovery

3.27	[Removed]	[Removed]
3.28	Outreach, Education, and Engagement	Outreach, Education, and Engagement
3.29	School Based Mental Health Specialist (SBMHS)	Outreach, Education, and Engagement
3.30	Screening, Assessment, and Diagnosis	Screening, Assessment, and Diagnosis
3.31	Enhanced Standardized Assessment for Children, Youth and Families	Screening, Assessment, and Diagnosis
3.32	Enhanced Standardized Assessment for County Departments Human Services (DHS) and Division of Youth Services (DYS)	Screening, Assessment, and Diagnosis
3.33	Transportation for Behavioral Health Services	
3.34	Children, Youth, Family Mental Health Treatment Act (CYMHTA)	CYF
3.35	Additional Family Services (AFS)	CYF
3.36	Strategic Individualized Remediation Treatment (STIRT)	
3.37	Pre-Release Case Manager	Recovery
3.38	Colorado System of Care for Children and Youth	CYF
3.39	Sage Ridge Supportive Residential Community	Treatment
3.40	Pregnant and Parenting Women's SUD Services	Treatment
4.1	General Provisions	SOR
4.2	Medications for Opioid Use Disorder	SOR
4.3	Peer Navigators for Treatment Engagement	SOR
4.4	Peer Navigators Program Manager	SOR
4.5	Family Services	SOR
4.6	Individualized Placement and Support	SOR
4.7	Mobile Health Units for MOUD Prescriptions	SOR
4.8	Mobile Opioid Treatment Program (OTP) Services	SOR
4.9	Recovery Residence Expansion	SOR
4.10	Recovery Living	SOR
4.11	Recovery Community Organization (RCO) Services	SOR

Article 3.1: Emergency and Crisis Behavioral Health Services

3.1.1. Service Description and Objectives. Mobile Crisis Response, Walk-In Centers, Crisis Stabilization Unit, Crisis Respite Services, and the separately-contracted Crisis Line are collectively known as "Colorado Crisis Services."

3.1.1.1. Under Signal system, Emergency Services shall be identified as Crisis Services.

3.1.1.2. Emergency and Crisis Services shall be pursuant to C.R.S. § 27-65-103 and § 27-60-104

3.1.1.3. Emergency and Crisis Services shall be performed in accordance with Chapter 6 of 2 CCR 502-1.

3.1.1.4. Agency must adhere to C.R.S. § 27-60-103 (1)(a)(1) through (7).

3.1.2. Target Population

3.1.2.1. Crisis services shall serve all people in Colorado and the sovereign indigenous regions within Colorado and no population shall be ruled out.

3.1.2.2. All modalities within the behavioral health crisis response system must be capable of serving:

3.1.2.2.1. Children, adolescents, adults and older adults,

3.1.2.2.2. Individuals with behavioral health and/or co-occurring conditions, including:

3.1.2.2.2.1. Mental health conditions,

3.1.2.2.2.2. Substance use disorders,

3.1.2.2.2.3. Physical Health needs,

3.1.2.2.2.4. Intellectual or developmental disabilities,

3.1.2.2.2.5. Physical disabilities,

3.1.2.2.2.6. Traumatic brain injuries, or

3.1.2.2.2.7. Dementia.

3.1.2.2.3. Individuals demonstrating aggressive behavior that can be safely managed in an unsecure setting,

3.1.2.2.4. Individuals who are uninsured or unable to pay for services, and

3.1.2.2.5. Individuals who may lack Colorado residency or documented immigration status.

3.1.2.3. All treatment modalities in this Chapter shall serve children and youth unless the modality is contraindicated for children and youth.

3.1.3. Activities and Services

3.1.3.1. Each component within the behavioral health crisis response system must provide services in a trauma-informed, culturally and disability competent and responsive manner.

3.1.3.2. Agencies must incorporate peer support professionals into the services they provide, when clinically appropriate.

3.1.3.3. The Crisis Services system must include the following crisis service components:

3.1.3.3.1. Mobile Crisis Services include face-to-face behavioral health screening and risk assessment, triage, de-escalation, crisis stabilization/intervention, safety planning,

crisis placement care coordination if needed, and either face-to-face or telephonic follow-up post discharge. Services are provided within one hour in urban areas, and within two hours in rural and frontier areas.

3.1.3.3.2. Crisis Walk-In Services to include screening, assessment, triage, crisis intervention/stabilization, support, resource linkage, disposition, and follow-up services for Individuals in a behavioral health crisis. Agency shall initiate screening with an Individual within fifteen minutes of arrival.

3.1.3.3.3. Crisis Stabilization Services to include crisis intervention/stabilization, individual, group, and family therapy and psychiatric services, case management, resource and referral and disposition for admitted individuals. Crisis Stabilization services may be achieved by leveraging existing psychiatric bed capacity investments, described as Crisis Stabilization Units, as well as other psychiatric bed capacity. Crisis Stabilization Units may be paired with Walk-in services.

3.1.3.3.4. Crisis Respite Services to include crisis intervention and stabilization, case management, resource and referral and disposition for Individuals or families in a behavioral health crisis.

3.1.4. Standards and Requirements.

3.1.4.1. Agency shall ensure and maintain records that all crisis providers required to be crisis professionals have completed the Crisis Professional Curriculum (CPC) within six months of it being made available by BHA and/or within six months of new staff hire. All staff who have completed the CPC and/or are not required to take the CPC, the Contractor shall adhere to the current training plan.

3.1.4.2. The Contractor shall ensure training is standardized and that Direct Service staff are trained in the following, as well as other topics that the State finds critical in delivering crisis services across all modalities (e.g., Walk-in Services, Mobile Crisis Services, Crisis Stabilization Unit, and Respite Services).

3.1.4.2.1. Cultural Competency and responsiveness

3.1.4.2.2. Disability competency and responsiveness

3.1.4.2.3. Trauma-Informed Care

3.1.4.2.4. Evidence-based and Promising Practices in Crisis Intervention

3.1.4.2.5. Child, Adolescent, and Family Crisis Interventions

3.1.4.2.6. Suicide Screening, Assessment, and Safety Planning

3.1.4.2.7. Mental Health Conditions

3.1.4.2.8. Substance Use Disorders

3.1.4.2.9. Co-Occurring Disorders

3.1.4.2.10. Intellectual and Developmental Disabilities

3.1.4.2.11. Traumatic Brain Injuries

3.1.4.2.12. Dementia

3.1.4.2.13. Screening and Risk Assessment

3.1.4.2.14. Psychiatric Medications and Side Effects
3.1.4.2.15. Non-violent Crisis Intervention
3.1.4.2.16. Gender-Responsive Services
3.1.4.2.17. National Standards for Culturally and Linguistically Appropriate Services (CLAS) including BHA CLAS standards policies
3.1.4.2.18. Colorado Mobile Crisis Training materials
3.1.4.3. Each component within the Colorado Crisis System must provide services in a culturally and disability competent manner.
3.1.4.4. Agency shall guarantee that case management and coordination of care are delivered under this Agreement are done so in a way that continuity of care as clinically indicated is achieved. Agency shall ensure that individuals evaluated and assessed through the crisis system are connected to appropriate ongoing services (*e.g.*, confirming a scheduled appointment with a behavioral health care provider).

3.1.5. Licensing Requirements.

3.1.5.1. Agency shall maintain a BHE License with all appropriate crisis endorsements and sub-endorsements for mental health and substance use disorder services including:
3.1.5.1.1. Walk-in crisis endorsement
3.1.5.1.2. Mobile crisis endorsement
3.1.5.1.3. Community-based respite endorsement
3.1.5.1.4. Crisis stabilization unit endorsement
3.1.5.1.5. Residential respite endorsement
3.1.5.2. Agencies only providing Mobile Crisis Response services may obtain an Essential Safety Net Approval if they do not meet the requirements for a BHE license.

3.1.6. Reporting.

3.1.6.1. Items noted below are explained in further detail in Exhibit B: Reporting.

3.1.6 Deliverable Summary
The following items should be delivered: • Colorado Behavioral Health Reporting Model (CoBHRM) • Encounters • CCS Episodic Information
Due Date: 10th day of the month following service.

Article 3.2: Mobile Crisis Response

3.2.1. Service Description and Objectives.

3.2.1.1. Agency shall develop a network of Mobile Crisis Response providers to serve all Individuals determined by the Colorado Crisis Line/988 or Signal to be in need of in person risk assessment.

3.2.1.2. Colorado Crisis Services Mobile Crisis Response is intended to meet the needs of an Individual in the community presenting in crisis and in need of, or requesting, in person crisis assessment, brief intervention, and connection and/or referral to community resources.

3.2.1.3. Mobile Crisis Services shall be performed in accordance with C.R.S. §27-60-103 (1)(b)(III) and Part 6.5 of 2 CCR 502-1.

3.2.2. Target Population.

3.2.2.1. All dispatch requests shall be accepted in accordance with BHA-provided dispatch criteria, and no population shall be ruled out.

3.2.2.2. Mobile Crisis Response services shall serve, but are not limited, to the following populations:

3.2.2.2.1. Children, adolescents, adults and older adults,

3.2.2.2.2. Individuals with behavioral health and/or co-occurring conditions,

3.2.2.2.3. Individuals demonstrating aggressive behavior that can be safely managed in an unsecure setting,

3.2.2.2.4. Individuals who are uninsured or unable to pay for services,

3.2.2.2.5. Individuals who may lack Colorado residency or documented immigration status,

3.2.2.2.6. Third (3rd) parties on scene who can provide information about the crisis, or individuals who would benefit from crisis intervention and resources, and

3.2.2.2.7. Individuals who are under the influence of drugs, alcohol, or other substances.

3.2.2.3. Mobile Crisis Response Providers shall respond to dispatch requests made by the 988/Colorado Crisis Line, in partnership with emergency responders.

3.2.2.4. Agency shall implement ways to accept the Mobile Crisis Response dispatch request if there are supports on scene such as:

3.2.2.4.1. Family and secondary support(s);

3.2.2.4.2. Emergency medical services;

3.2.2.4.3. Law enforcement;

3.2.2.5. If a dispatch request is rejected or canceled, the 988 Colorado Mental Health Lineis responsible for follow-up with the individual to ensure service needs are being met in another capacity.

3.2.3. Activities and Services.

3.2.3.1. Signal and/or Agency shall prioritize mobile response as the primary intervention for the crisis system.

3.2.3.2. Mobile Crisis Response services aims to reduce or mitigate the current crisis of Individuals and families in the community presenting in a behavioral health crisis who are in need of in-person crisis assessment, brief intervention, and connection and/or referral to community resources.

3.2.3.3. Mobile Crisis Response providers shall provide necessary crisis interventions and other necessary supports for Individuals and families where the crisis occurs.

3.2.3.4. Agency shall dispatch Mobile Crisis Response upon assessment and referral from the Colorado Crisis Line or 988 Colorado Mental Health Line.

3.2.3.4.1. If Mobile Crisis Response services were initiated by the 988 Colorado Mental Health Line, the Mobile Crisis Response provider shall update the Mobile Crisis Response dispatch portal with data and disposition of response within twenty-four (24) hours of dispatch.

3.2.3.4.1.1. If the Mobile Crisis Response provider is unable to make contact with the individual requesting the service from the statewide 988 Colorado Mental Health Line, the Mobile Crisis Response provider shall utilize the Mobile Crisis Response dispatch portal to inform the statewide Crisis Line at the time such a determination is made.

3.2.3.4.1.2. All rejected or canceled dispatches must be appropriately documented in the mobile crisis response dispatch portal operated by 988 Colorado Mental Health Line.

3.2.3.4.2. The statewide 988 Colorado Mental Health Line shall make such data accessible to Signal for the purposes of data collection, payment determinations, and care coordination.

3.2.3.5. If Mobile Crisis Response dispatch is requested by a source other than the 988 Colorado Mental Health Line:

3.2.3.5.1. Standard Colorado Crisis Services dispatch protocol shall be utilized to dispatch Mobile Crisis Response providers.

3.2.3.5.2. The resulting Mobile Crisis Response service must be reported to BHA through the mobile crisis response dispatch portal operated by the 988 Colorado Mental Health Line, not exceeding 24 hours from the time of dispatch.

3.2.3.5.3. Signal shall coordinate billing and payment from the appropriate payer source.

3.2.3.6. Mobile Crisis Response providers shall respond with the least restrictive interventions possible, only involving law enforcement when necessary, according to the Statewide Policy and Procedure developed in partnership with BHA and document the circumstances in the EHR.

3.2.3.7. Mobile Crisis Response providers shall respond to location within one hour or less from the time that the request is received in urban areas, and two (2) hours or less in rural and frontier communities.

3.2.3.7.1. The following city limits within otherwise rural areas require a one (1) hour maximum response time:

3.2.3.7.2. Greeley

3.2.3.7.3. Fort Collins

3.2.3.7.4. Colorado Springs

3.2.3.7.5. Pueblo

3.2.3.7.6. Grand Junction

3.2.3.8. The Mobile Crisis Response intervention shall include the following steps documented in the EHR, with the intention of promoting robust community response and prioritizing lower levels of care, in alignment with the Crisis Professional Scope of Practice:

3.2.3.8.1. Complete the approved Columbia Suicide Severity Rating Scale (C-SSRS) on all individuals
3.2.3.8.1.1. The C-SSRS shall be documented in the EHR
3.2.3.8.2. Perform BHA Colorado Crisis Assessment in accordance with the Crisis Services as established in 2 CCR 502-1 and including all data points on the form provided by BHA
3.2.3.8.3. Perform individualized safety planning as determined by the BHA Colorado Crisis Assessment
3.2.3.8.3.1. All safety planning shall utilize the patient Stanley Brown Safety Plan Template available from BHA
3.2.3.8.3.2. The safety plan shall be documented in the EHR as a separate and clearly identifiable form
3.2.3.8.4. Complete the lethal means restriction plan if indicated as a risk mitigation measure
3.2.3.8.4.1. The lethal means restriction shall be documented in the HER
3.2.3.8.5. Provide brief intervention and stabilization, intended to maintain stability in the community and reduce unnecessary higher level of care referrals, which may include but are not limited to the following:
3.2.3.8.5.1. Interventions outlined in the Child, Youth and Family Crisis Toolkit;
3.2.3.8.5.2. Skill-building;
3.2.3.8.5.3. Recovery services;
3.2.3.8.5.4. Peer support services;
3.2.3.8.5.5. Provide resources and referrals to the individual;
3.2.3.8.5.5.1. Resources provided shall always include the 988 Colorado Mental Health Line number and the 988 Suicide and Crisis Line text number, and live chat option;
3.2.3.8.5.5.2. All referrals provided shall be documented in the Individual's electronic record and shall include, at a minimum, the provider's name and date/time of the appointment. If the Mobile Crisis Service occurs outside of regular business hours of an outpatient provider, staff shall follow up with the Individual the next business day of the provider to assist the Individual in scheduling an appointment.
3.2.3.8.5.6. Care coordination efforts shall be clearly documented in the EHR to reflect collateral information obtained as part of the BHA Colorado Crisis Assessment and intervention, connection to community resources and risk mitigation
3.2.3.8.5.6.1. Care coordination may include resources from the Child, Youth and Family toolkit;
3.2.3.8.5.6.2. Care coordination shall include community and local resources that may be outside the typical treatment providers;
3.2.3.8.5.6.3. Providers are responsible for ensuring that they have access internally or through MOUs to a variety of experts in specialty populations to help respond to Mobile Crisis Response requests or be available for consultations shortly after. This can

be managed at a regional level through Signal. These specialty populations include but are not limited to the populations identified C.R.S. 27-60-301.

3.2.3.9. Coordinate appropriate transportation between levels of care throughout the crisis episode. Colorado Crisis Services shall not fund transportation otherwise funded by Medicaid or other commercial insurance.

3.2.3.10. Mobile Crisis Response services critical incident reporting shall be performed in accordance with Part 2.16 of 2 CCR 502-1. Critical Incidents should also be reported to SIGNAL.

3.2.4. Standards and Requirements.

3.2.4.1. The Mobile Crisis Response providers shall utilize the Mobile Crisis Response dispatch portal to update the Colorado Crisis line/988 Colorado Mental Health Line with the outcome of their visit within twenty-four (24) hours.

3.2.4.2. Location of Service

3.2.4.2.1. The geographically nearest, most available, and most appropriate Mobile Crisis Response provider should be dispatched regardless of Signal Region, county lines, payer source, or other catchment distinctions. Signal shall develop an approach for covering adjacent SIGNAL regions and communicate that with the Hotline.

3.2.4.2.2. The Mobile Crisis Response provider shall perform a self, vehicle, and ecosystem assessment (available from BHA) before and during each Mobile Crisis Response.

3.2.4.2.3. Signal must be capable of managing simultaneous requests for services throughout the Region.

3.2.4.2.4. Mobile Crisis Response providers shall not respond to locations where services and clinically trained behavioral health clinicians are already available and Mobile Crisis Response services would be duplicative, including inpatient hospitals, physical health hospitals, inpatient psychiatric hospitals, emergency departments, Psychiatric Residential Treatment Facilities, Residential Child Care Facilities, Qualified Residential Treatment Programs, inpatient alcohol and drug rehabilitation centers, jails/prisons, and in settings that offer crisis services, such as Certified Community Behavioral Health Clinics or Comprehensive Community Behavioral Health Providers.

3.2.4.2.4.1. Location of service data point shall be tracked in the portal data and is monitored as an outcome measure. Failure to meet the outcome measure shall be grounds for funding decrease and/or contract termination.

3.2.4.3. Mobile Crisis Response services critical incident reporting shall be performed in accordance with Part 2.16 of 2 CCR 502-1.

3.2.4.4. Every BHASO region shall have Mobile Crisis Response available, covering every county, 24/7/365.

3.2.4.5. Signal shall verify that providers and potential providers have passed the readiness review and/or are appropriately licensed and endorsed to provide Mobile Crisis Response

by BHA, hold the appropriate BHE license with mobile crisis response endorsement and be a Health First Colorado approved specialty provider type with the Colorado Department of Health Care Policy and Financing before entering a contract.

3.2.4.5.1. Agency shall conduct eligibility screening for Medicaid and bill Medicaid for Mobile Crisis Response services provided to eligible Medicaid members (using appropriate codes) prior to billing BHA.

3.2.4.6. Mobile Crisis Response shall not serve an administrative function for medical necessity determinations for insurance providers.

3.2.4.7. Agency shall be available to respond to community corrections, courts, pretrial services, probation and parole offices, and any other adult or juvenile justice service in the community unless similar services are already offered in that location and would create duplicative application of services.

3.2.5. Licensing Requirements.

3.2.5.1. Mobile Crisis Response providers operate Mobile Crisis Response Teams, who conduct the Mobile Crisis Response. Teams consist of two people and one of whom must be a crisis professional who can lead the crisis assessment and intervention. Mobile Crisis Response teams ideally have both responders in-person. It is required that at least one responder is in-person. It is permissible that the second responder is participating in the crisis response utilizing videoconferencing.

3.2.5.2. Mobile Crisis Teams must have immediate access to a licensed professional for consultation and possibly assessment for involuntary hold determination. It is permissible for the licensed professional to be telehealth.

3.2.6. Reporting.

Items noted below are explained in further detail in Exhibit A: Reporting.

3.2.6 Deliverable Summary
The following items should be delivered: • Colorado Behavioral Health Reporting Model (CoBHRM) • Encounters • • Statewide 988 Mobile dispatch portal
Due Date: 10th day of the month following service.

3.2.7. Payment.

3.2.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

3.2.7.2. Agency shall utilize Mobile Crisis Response service funding only to fund Mobile Crisis Response teams or portions of mobile crisis response teams which exclusively provide community-based compliant mobile crisis response as outlined above in section 3.2.3 above.

Article 3.3: Walk-in Crisis Services

3.3.1. Service Description and Objectives.

3.3.1.1. Walk-In Crisis Services serves all Individuals in a self-defined behavioral health crisis who are in need of in-person assistance, support, referrals, and/or information.

3.3.1.2. Walk-in Crisis Services shall be performed in accordance with C.R.S. §27-60-103 (1)(b)(II) and Part 6.3 of 2 CCR 502-1.

3.3.2. Target Population and Dispatch.

3.3.2.1. Walk-in Services shall be provided to, but not limited to, the following:

3.3.2.1.1. A Walk-in Center must be capable of serving:

3.3.2.1.1.1. Children, adolescents, adults and older adults;

3.3.2.1.1.2. Individuals with behavioral health conditions

3.3.2.1.2. Individuals demonstrating aggressive behavior that can be safely managed in an unsecure setting;

3.3.2.1.3. Individuals who are uninsured or unable to pay for services; and,

3.3.2.1.4. Individuals who may lack Colorado residency or documented immigration status.

3.3.2.2. A Walk-in Center must have written policies in place to manage high acuity Individuals, such as, but not limited to:

3.3.2.2.1. Individuals aged 12 or older without a parent or guardian present;

3.3.2.2.2. Individuals who have a history of aggressive behavior but are not currently physically aggressive;

3.3.2.2.3. Individuals with co-occurring substance use disorders and mental health conditions;

3.3.2.2.4. Individuals who are referred by law enforcement;

3.3.2.2.5. Individuals on a seventy-two (72) hour mental health (M-1) hold;

3.3.2.2.5.1. This policy must address elopement prevention

3.3.2.2.6. Individuals who present as altered by a substance (e.g. drug/alcohol); and

3.3.2.2.7. Individuals who are at imminent safety risk who may be suicidal, homicidal, or gravely disabled.

3.3.2.3. Walk-in Services shall be available to anyone that presents with a self-defined crisis. A referral to another level of care may be indicated:

3.3.2.3.1. If acute intoxication interferes with the Individual's ability to engage in an assessment:

3.3.2.3.1.1. It is the responsibility of the Walk-in-Center to refer the Individual to the appropriate intervention, ideally with a warm handoff.

3.3.2.3.2. If acute medical issues require immediate attention prior to initiating services:

3.3.2.3.2.1. Referrals to emergency departments should be reserved for Individuals with acute physical health issues, such as high-acuity Individuals or an Individual needing immediate medical attention.

3.3.2.3.3. Violent behavior of the Individual despite efforts to de-escalate as evidenced by the risk assessment.

3.3.2.3.4. It is the responsibility of the provider to assure the Individual receives the appropriate level of care; outright refusal of services is not acceptable.

3.3.2.4. Notwithstanding any other provision of this section to the contrary, Emergency and Crisis Services must be available to any individual who is experiencing a behavioral health crisis, regardless of whether the individual is a priority population.

3.3.3. Activities and Services.

3.3.3.1. Provide screening as defined in Article 3.30, to any Individual who presents with a self-defined behavioral health crisis.

3.3.3.2. Prior to an individual leaving a walk-in crisis Agency, screenings must be reviewed by a crisis professional who is licensed or a candidate receiving supervision from a licensee. Walk-in crisis agencies shall refer all individuals seeking crisis services to appropriate resources based on the Level of care indicated by the screening or crisis assessment.

3.3.3.3. The Crisis Professional on staff must conduct the Colorado Crisis Assessment provided by BHA if indicated by the initial screening in Rule Part 2.12.1 of 2 CCR 502-1.

3.3.3.4. Ensure that all Individuals determined by screening to require full assessment are seen by a Crisis Professional within one (1) hour of arrival at the Walk-In Center.

3.3.3.5. Complete the Columbia Suicide Severity Rating Scale on all Individuals presenting in crisis:

3.3.3.5.1. Provide individualized safety and risk planning as determined by the Colorado Crisis Assessment. All safety planning shall utilize the Stanley Brown Safety Plan Template, available from BHA Program Staff

3.3.3.6. Complete the lethal means restriction template if clinically indicated as a risk mitigation measure.

3.3.3.7. Provide a medical health screen if clinically indicated.

3.3.3.8. Provide brief intervention and stabilization, intended to maintain stability in the community and reduce unnecessary higher level of care referrals, which may include, but are not limited to, the following:

3.3.3.8.1. Up to twenty-three (23) hour observation if clinically indicated to determine higher level of care needs, or if awaiting placement.

3.3.3.8.2. Skill-building

3.3.3.8.3. Recovery services

3.3.3.8.4. Peer support

3.3.3.8.5. Interventions outlined in the Child, Youth and Family toolkit.

3.3.3.8.6. Provide resources and referrals:

3.3.3.8.6.1. Resources provided shall always include the 988 Colorado Mental Health Line and the 988 Colorado Mental Health Line text number and live chat option.

3.3.3.8.6.2. All resources and referrals provided shall be documented in the Individual's record and shall include, at a minimum, the provider's name, and date/time of the appointment(s). If the Walk-in Service occurs outside of regular business hours of an outpatient provider, staff shall follow up with the Individual the next business day of the provider to assist the Individual in scheduling an appointment.

3.3.3.9. Care coordination efforts shall be clearly documented in the EHR to reflect collateral information and support, connection to community resources and risk mitigation,

3.3.3.10. Law enforcement drop off at a Walk-in Center must be accepted, with the following exceptions:

3.3.3.10.1. Level of intoxication from alcohol or other drugs that hinders the Individual's ability to participate in an assessment as evidenced by disorientation to person, place, or time; and/or inability to answer questions.

3.3.3.10.2. Acute medical issues that require immediate attention prior to initiating services.

3.3.3.10.2.1. Referrals to emergency departments shall be reserved for Individuals with acute physical health issues.

3.3.3.10.3. Physically violent behavior of an Individual, despite efforts to de-escalate as evidenced from the risk assessment.

3.3.3.11. Coordinate clinically appropriate transportation between levels of care throughout the Crisis episode. Colorado Crisis Services shall not fund transportation otherwise funded by Medicaid.

3.3.3.12. Assessments and Documentation

3.3.3.12.1. Agency shall complete the screening, the Colorado Crisis Assessment, the Columbia Suicide Severity Rating Scale, the medical health screening if clinically indicated, the safety plan if applicable, disposition plan, and resources/referrals and document in the Individual's electronic record.

3.3.3.12.2. Agency shall perform the Colorado Crisis Assessment if not previously completed by a Mobile Crisis Response team.

3.3.3.12.3. Individuals presenting for Walk-in Services shall not be required to complete paperwork for admission to an associated provider as a prerequisite to receiving Walk-in Services.

3.3.3.13. Walk-in Center staff shall initiate follow-up activities following the assessment:

3.3.3.13.1. Follow-up telephone calls shall be attempted the calendar day following the crisis episode of care for all Individuals of the initial crisis contact for those Individuals discharged home. If no contact is made, a second attempt shall be initiated on the second day following the crisis episode

3.3.3.13.2. Follow-up shall include but is not limited to:

3.3.3.13.2.1. reassessing risk,

3.3.3.13.2.2. reviewing/updating immediate and short-term safety plans,

3.3.3.13.2.3. collaborating with immediate/available supports,

3.3.3.13.2.4. providing ongoing support, and

3.3.3.13.2.5. expressing continued care and concern.

3.3.3.13.3. Staff shall place a minimum of one phone call based on contact information the Individual provided to attempt to reach each Individual meeting these criteria. Staff shall document call attempts in the Individual's electronic record.

3.3.3.13.4. If the Individual does not have short-term plans to engage in behavioral health care, a second follow-up call shall be attempted within five (5) calendar days of the initial crisis contact.

3.3.4. Standards and Requirements.

3.3.4.1. A Walk-in Center must employ an integrated care model based on evidence-based and promising practices that consider the Individual's physical and behavioral health.

3.3.4.2. A Walk-in Center must be designated pursuant to Title 27, Article 65, C.R.S. Care and Treatment of Persons with Mental Illness, and be in compliance with Chapter 11 and Part 6.3 of 2 CCR 502-1.

3.3.4.3. Agency shall conduct eligibility screening for Medicaid and bill Medicaid for all covered services prior to billing BHA.

3.3.4.4. All Walk-In Centers must be operational 24/7/365.

3.3.5. Licensing Requirements

3.3.5.1. Agency shall maintain a BHE License with Walk-in-Center Crisis Endorsement

3.3.5.2. Agency shall be required to maintain a 27-65 designation.

3.3.5.3. Prior to an Individual leaving a Walk-in-Center, screenings must be reviewed by a crisis professional who is licensed or a candidate receiving supervision from a licensee.

3.3.5.4. A Walk-in-Center must always be staffed by a crisis professional and a licensee or a candidate who is receiving supervision from a licensee.

3.3.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.3.6 Deliverable Summary
The following items should be delivered: • Colorado Behavioral Health Reporting Model (CoBHRM) • Encounters • CCS Episodic Information
Due Date: 10th day of the month following service.

3.3.7. Payment.

3.3.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.4: Crisis Stabilization Units

3.4.1. Service Description and Objectives.

3.4.1.1. Crisis Stabilization Units (CSU) provide behavioral health treatment that can include individual therapy, group therapy and/or psychiatric evaluation, in a locked or unlocked unit for up to five days. Crisis Stabilization Services shall serve Individuals who require intensive behavioral health crisis intervention and treatment, including medication evaluation and management, and who cannot be accommodated in a less restrictive environment.

3.4.1.2. Crisis Stabilization Services shall be performed in accordance with C.R.S. §27-60-103 (1)(b)(II) and Part 6.4 of 2 CCR 502-1.

3.4.2. Target Populations.

3.4.2.1. Crisis Stabilization Services shall serve the following for all license types, including but not limited to:

3.4.2.1.1. Children, adolescents, adults and older adults;

3.4.2.1.2. Individuals with co-occurring conditions

3.4.2.1.3. Individuals demonstrating aggressive behavior that can be safely managed in an unsecure setting;

3.4.2.1.4. Individuals who are uninsured or unable to pay for services;

3.4.2.1.5. Individuals who may lack Colorado residency or documented immigration status

3.4.2.1.6. Individuals on a seventy-two (72) hour mental health (M-1) hold;

3.4.2.1.7. Individuals who present as altered by a substance (e.g. drug/alcohol); and

3.4.2.1.8. Individuals who are at imminent safety risk who may be suicidal, homicidal, or gravely disabled.

3.4.2.2. Crisis Stabilization Units shall have the ability to accept voluntary and involuntary admissions.

3.4.2.3. Notwithstanding any other provision of this section to the contrary, Emergency and Crisis Services must be available to any Individual who is experiencing a behavioral health crisis, regardless of whether the Individual is a Priority Population.

3.4.3. Activities and Services.

3.4.3.1. Agency shall:

3.4.3.1.1. Complete the lethal means restriction template if clinically indicated as a risk mitigation measure.

3.4.3.1.2. Provide a physical health screen if clinically indicated.

3.4.3.1.3. Full psychiatric evaluation must be completed:

3.4.3.1.3.1. By a physician or other professional authorized by statute to order medications; and,

3.4.3.1.3.2. Within twenty-four (24) hours of admission.

3.4.3.1.4. Provide peer support

3.4.3.1.5. Provide treatment, which may include:

3.4.3.1.5.1. Individual counseling; and/or,

3.4.3.1.5.2. Group counseling

3.4.3.1.6. Coordinate with physical health services as needed.
3.4.3.1.7. Provide case management
3.4.3.1.8. Provide service coordination and referral.
3.4.3.1.9. Provide discharge planning to include provision of resources and referrals.
3.4.3.2. Assessments and Documentation
3.4.3.2.1. Agency shall perform an assessment of each Individual to determine the level of intervention and supervision required, including medication management, behavioral health services, and stabilization prior to returning to the community.
3.4.3.2.1.1. Telehealth services may be permissible in accordance with policies and procedures approved by the Signal Medical Director.
3.4.3.2.2. Agency Crisis Stabilization Units shall complete a clinical assessment and incorporate the information gathered from the assessment into service planning, safety planning, referrals, and follow-up activities.
3.4.3.2.3. Agency Crisis Stabilization Units shall collect basic demographic information from Individuals to enable monthly Medicaid billing.
3.4.3.2.4. Agency Crisis Stabilization Units shall document the clinical assessment, service plan, safety plan, and resources/referrals in the Individual's record.
3.4.3.3. Follow Up Services:
3.4.3.3.1. Crisis Stabilization Unit staff shall initiate follow-up activities following the Individual's discharge:
3.4.3.3.1.1. Follow-up telephone calls shall be attempted the day following discharge:
3.4.3.3.1.1.1. Follow-up shall include but is not limited to reassessing risk, reviewing/updating immediate and short-term safety plans, collaborating with immediate/available supports, providing ongoing support, and expressing continued care and concern.
3.4.3.3.1.1.2. Staff shall place a minimum of one phone call based on contact information the Individual provided to attempt to reach each Individual meeting these criteria. Staff shall document call attempts in the Individual's electronic record.
3.4.3.3.1.2. If the Individual does not have short-term plans to engage in behavioral health care, a second follow-up call shall be attempted within five (5) calendar days of the Individual's discharge.

3.4.4. Standards and Requirements.

3.4.4.1. Crisis Stabilization Units shall employ an integrated care model based on evidence-based practices that consider the Individual's physical and emotional health.
3.4.4.2. Agency may utilize Residential Child Care Facility beds that meet Crisis Stabilization Unit requirements to ensure capacity for stabilization for children and adolescents.
3.4.4.3. Coordinate clinically appropriate transportation between levels of care throughout the Crisis episode. Colorado Crisis Services shall not fund transportation otherwise funded by Medicaid.

3.4.4.4. Agency shall conduct eligibility screening for Medicaid and bill Medicaid for all covered services prior to billing their SIGNAL.

3.4.4.5. The Individual's clinical presentation is voluntary or involuntary, active intent to harm themselves during treatment, need intensive de-escalation, or have difficulty understanding and/or responding to verbal requests or redirection.

3.4.4.6. Crisis Stabilization Units must be open twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

3.4.5. Licensing Requirements

3.4.5.1. Agencies within Agency shall maintain a BHE with appropriate endorsement for CSU and any population-specific endorsements if needed.

3.4.5.2. If Agency maintains an endorsement for Acute Treatment Unit, additional requirements are identified in Part 6.7 of 2 CCR 502-1.

3.4.5.3. Crisis Stabilization Units shall be licensed by the Colorado Department of Health and Environment (CDPHE) as a Community Clinic (CC) pursuant to 6 CCR 1011-1, chapter 9. Crisis Stabilization Units hold a BHE and carry a CSU endorsement once their current CC expires.

3.4.5.4. Agency shall comply with Crisis Stabilization Unit staffing requirements in accordance with Part 6.4.3 of 2 CCR 502-1.

3.4.5.5. Agency Crisis Stabilization Units shall employ sufficient staff to ensure that the provision of services meets the needs of the community and the Individual. The facility must have a minimum of two (2) staff on-site at all times.

3.4.5.6. If a Crisis Stabilization Unit is staffed by a licensure candidate receiving supervision from a licensee, a licensed mental health professional shall be on call and able to respond within thirty (30) minutes, either in person or via telehealth.

3.4.5.7. Crisis Stabilization Units daily staffing must include Peer Support Professionals deployed in a therapeutic role with the ability to provide peer support when clinically indicated or requested by the Individual in crisis.

3.4.5.8. Crisis Stabilization Units with Walk-in capacity shall also follow the walk-in crisis service staffing requirements listed in Part 6.3.4 of 2 CCR 502-1.

3.4.5.9. If licensed as an Acute Treatment Unit, additional requirements are identified in Part 6.7 of 2 CCR 502-1.

3.4.5.10. In addition to the staffing requirements listed in Part 6.4.3 of 2 CCR 502-1, Crisis Stabilization Units shall have:

3.4.5.10.1. Access to a physician or other professional authorized by statute to order medications upon admission; and,

3.4.5.10.2. At minimum, one on-site staff member qualified to administer medications as identified in licensure requirements.

3.4.5.11. Signal shall provide all direct service Crisis Stabilization Unit staff with the training plan and provider manual.

3.4.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.4.6 Deliverable Summary
The following items should be delivered: • Colorado Behavioral Health Reporting Model (CoBHRM) • Encounters • CCS Episodic Information
Due Date: 10th day of the month following service.

3.4.7. Payment.

3.4.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.5: Crisis Respite Services

3.5.1. Program Description and Objectives

3.5.1.1. Crisis Respite Services shall be provided in-home or in residential facilities to offer additional support in a safe and neutral environment. A referral to Respite Services requires an assessment at a Walk-in Center, Crisis Stabilization Unit, or by Mobile Crisis Response provider services. Residential Respite Services must be staffed twenty-four (24) hours per day and can be staffed by Peer Support Professionals or paraprofessionals, with clinical staff available for supervision and oversight of the treatment plan as indicated. Admission criteria for Respite requires an ongoing acute behavioral health crisis, and Respite may not be used exclusively to provide housing.

3.5.1.2. Crisis Respite Services shall be performed in accordance with Part 6.6 of 2 CCR 502-1 and C.R.S. §27-60-103 (1)(b)(IV).

3.5.2. Target Population

3.5.2.1. Respite must be capable of serving, but is not limited to:

3.5.2.1.1. Children, adolescents, adults and older adults;

3.5.2.1.2. Individuals with behavioral health and co-occurring conditions

3.5.2.1.3. Individuals demonstrating aggressive behavior that can be safely managed in an unsecure setting;

3.5.2.1.4. Individuals who are uninsured or unable to pay for services; and,

3.5.2.1.5. Individuals who may lack Colorado residency or legal immigration status.

3.5.2.2. Individuals who meet emergency procedure criteria outlined in C.R.S. §27-65-105, Care and Treatment for Persons with Mental Illness cannot receive Respite services.

3.5.2.3. Individuals must:

3.5.2.3.1. present a minimal risk of significant withdrawal complications;

3.5.2.3.2. cooperate with the program guidelines and expectations; and

3.5.2.3.3. be able and willing to participate in creating a service plan or discharge plan or, if a child, have a legal guardian able and willing to participate in creating a service plan.

3.5.2.4. In-home Crisis Respite Services:

3.5.2.4.1. Individuals must be in agreement to allow Respite staff into their home.

3.5.2.4.2. Others residing at the same address as the Individual receiving services must be notified and cooperative.

3.5.2.4.3. Individuals and families must be able and willing to participate in formulating a service plan.

3.5.2.5. Notwithstanding any other provision of this section to the contrary, Emergency and Crisis services must be available to any Individual who is experiencing a behavioral health crisis, regardless of whether the Individual is a Priority Population.

3.5.3. Activities and Services

3.5.3.1. All Respite services shall consist of the following:

3.5.3.1.1. Structure and supervision;

3.5.3.1.2. Protective environment;

3.5.3.1.3. Coordination of services with on-going community behavioral health services;

3.5.3.1.4. Respite providers shall make efforts to obtain a release of information to communicate with community providers and participate in treatment planning;

3.5.3.1.5. Length of services shall be determined in coordination with the referring Walk-In Center, Mobile Crisis Response, Crisis Stabilization Unit, the Individual, the family if applicable, treatment team, and ongoing Respite provider;

3.5.3.1.6. The need for services shall be evaluated daily by the Individual, family if applicable, respite provider, outside treatment team, and other applicable Individuals;

3.5.3.1.7. For children under the age of 18 and not accompanied by a parent or guardian, the parent or guardian must receive daily updates, have access to speak with the child in accordance with the policies and procedures of the facility, and be involved in discharge planning;

3.5.3.1.8. Facility age requirements: For children under the age of eighteen (18),

3.5.3.1.8.1. the facility must be a Residential Child Care Facility (RCCF) licensed by CDHS; or

3.5.3.1.8.2. the child may attend a non-RCCF facility but must be accompanied by a parent or guardian; or

3.5.3.1.8.3. the child may attend a non-RCCF facility but must be fifteen (15) years or older and consent for their own services.

3.5.3.2. In-Home Respite Services shall consist of the following (in addition to the services in article 3.1.5.4.a. above):

3.5.3.2.1. In-home Respite Services are available for up to fourteen (14) total calendar days and can be utilized over twenty-one (21) calendar days.

3.5.3.2.2. For children aged seventeen (17) or under, services shall be no more than three (3) non-consecutive days over twenty-one (21) calendar days.

3.5.3.3. Follow-up Services:

3.5.3.3.1. Respite staff shall initiate follow-up activities following the discharge:

3.5.3.3.1.1. Follow-up telephone calls shall be attempted the day following discharge the day following discharge.

3.5.3.3.1.1.1. Follow-up shall include but is not limited to reassessing risk, reviewing/updating immediate and short-term safety plans, collaborating with immediate/available supports, providing ongoing support, and expressing continued care and concern.

3.5.3.3.1.2. Staff shall place a minimum of one phone call based on contact information the Individual provided to attempt to reach each Individual meeting these criteria. Staff shall document call attempts in the Individual's electronic record.

3.5.3.3.2. If the Individual does not have short-term plans to engage in behavioral health care, a second follow-up call shall be attempted within five (5) calendar days of the discharge from Respite.

3.5.3.4. Assessments and Documentation:

3.5.3.4.1. For In-home Respite Services, progress notes, treatment plan, safety plan, and resources/referrals shall be documented in the Individual's record.

3.5.3.4.2. For residential and facility-based Respite, progress notes, treatment plan, safety plan if applicable, and resources/referrals shall be documented in the Individual's electronic record.

3.5.4. Standards and Requirements

3.5.4.1. Crisis Respite Services are intended as a brief intervention following a crisis episode:

3.5.4.1.1. Length of stay determinations must be ongoing, transparent to the Individual and family, and jointly determined by the Individual, family, respite provider, and treatment team.

3.5.4.2. Services must be intended to improve or maintain the condition and functional level of the Individual and prevent relapse or hospitalization while providing a safe environment to address precipitating factors to the crisis. Services must include structure, support, and care coordination.

3.5.4.3. Facility-based Respite Services shall have at least one staff member present at all times when there is a census, with a ratio of one to ten (1:10), unless the facility licensure sets staffing requirements.

3.5.4.4. Respite Services shall be available 24/7/365.

3.5.4.5. Access to clinical staff consultation via phone or in-person shall be available 24/7/365

3.5.4.6. Facility-based Crisis Respite Services shall be available 24/7/365.

3.5.5. Licensing Requirements

3.5.5.1. Agencies within Agency shall maintain a BHE license and carry a crisis respite endorsement, as well as any population specific endorsements as needed.

3.5.5.2. Crisis Respite Services shall employ an array of providers, including but not limited to case managers, Peer support professionals, and para-professionals.

3.5.5.3. In-home Crisis Respite Services staff shall be supervised by a Crisis Professional or licensee.

3.5.5.4. All Crisis Respite staff with training in accordance with the Signal training plan developed per 1.3.18, as well as any other topics that BHA deems critical in operating Respite Crisis Services.

3.5.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.5.6 Deliverable Summary
The following items should be delivered: • Colorado Behavioral Health Reporting Model (CoBHRM) • Encounters • CCS Episodic Information
Due Date: 10th day of the month following service.

3.5.7. Payment

3.5.7.1. This service is paid using a fee for service reimbursement model. Rates can be found in Exhibit B

Article 3.6: Withdrawal Management

3.6.1. Services Description and Objectives.

3.6.1.1. The purpose of this Chapter is to provide Withdrawal Management and treatment linkage services to Individuals who are intoxicated or in withdrawal from substances, as well as expand youth withdrawal management beds and ensure continuity of care across the withdrawal management continuum of care.

3.6.1.2. Withdrawal Management Services shall be performed in accordance with requirements set forth in Part 5.6 of 2 CCR 502-1 (ASAM Level 3.2-WM) and/or Part 5.10 of 2 CCR 502-1 (ASAM Level 3.7-WM) as well as all applicable regulations in Chapter 2 and Chapter 5 of 2 CCR 502-1.

3.6.2. Target Population.

3.6.2.1. Agency shall serve Individuals who are intoxicated and/or in withdrawal in appropriately BHA-licensed settings. This includes Individuals on Emergency Commitment (EC) holds.

3.6.2.2. Signal shall create, develop, or contract for Withdrawal Management beds for youth at ASAM Level 3.7WM.

3.6.3. Activities and Services

3.6.3.1. Agency shall screen and/or assess all Individuals receiving withdrawal management services for treatment and support needs. A comprehensive biopsychosocial and ASAM assessment shall be completed as soon as is reasonable upon admission and no later than one (1) week after admission into services with the noted exceptions:

3.6.3.1.1. Withdrawal Management facilities, and 3.7WM treatment facilities within seventy-two (72) hours of admission.

3.6.3.2. For Individuals who have been assessed as appropriate for the Involuntary Commitment (IC) process, Agency shall work collaboratively with Signal to facilitate timely treatment admission, service provision, and continuity of care, by utilizing facilities offering the appropriate ASAM level approved by the Signal Involuntary Commitment (IC) team. See Article 2.2, Care Coordination for Individuals Under Involuntary Commitment.

3.6.3.3. At or prior to discharge Agency shall provide a written referral with information about recommended services and supports for ongoing care.

3.6.3.4. At or prior to discharge Agency shall schedule an intake appointment, if clinically indicated, for follow-up services. If follow-up services are not clinically indicated Agency shall refer to an RCO.

3.6.3.4.1. If an Individual refuses an intake appointment, or recovery support services, Agency shall document this in the Individual's medical record.

3.6.3.4.2. At or prior to discharge Agency shall screen for barriers to ongoing care and provide case management services to help reduce these barriers.

3.6.3.4.3. Agency shall have a minimum of two naloxone kits on site with staff trained for emergency response.

3.6.3.4.4. Agency shall engage in naloxone education and distribution to high-risk Individuals.

3.6.3.4.5. For withdrawal management programs serving more than two thousand five hundred (2,500) withdrawal management admissions per year, the top three percent (3%) of most frequently admitted individuals shall receive specialized services to address motivation to change and facilitate engagement in continuing care. This can include MAT/MOUD, intensive case management services, employment assistance, housing assistance, benefits acquisition, and disease mitigation and overdose prevention and response interventions. Examples of interventions include Assertive Community Treatment, Individualized Placement and Support, Intensive Case Management, Community Reinforcement Approaches, women's gender responsive treatment, and other evidence-based practices designed for Individuals who are difficult to engage in recovery.

3.6.3.4.5.1. For withdrawal management programs with less than two thousand five hundred (2,500) admissions per year, Individuals admitted more than three (3) times within six (6) months shall be offered these same services.

3.6.3.4.6. Agency shall track and provide a quarterly, indicating:

3.6.3.5.6 Deliverable Summary

The number of Individuals who have more than one admission to WM during the quarter. All admission and client information will be gathered through CoBHRM records. No additional reporting is necessary by Agency.
Due Date: 10th day following the end of a quarter.

3.6.4. Standards and Requirements.

3.6.4.1. Involuntary inpatient mental health services provided by 27-65 designated facilities must be performed in accordance with Chapter 11 of 2 CCR 502-1.

3.6.4.2. All funded residential withdrawal management facilities shall have services available twenty-four (24) hours per day, seven (7) days per week.

3.6.5. Licensing Requirements.

3.6.5.1. License requirements: Program must obtain a Behavioral Health Entity (BHE) License with endorsements for Substance Use Disorder Services ASAM Level 3.2 WM or 3.7 WM, Clinically Managed Residential Withdrawal Management, Emergency and Involuntary Commitment Services (SUD), and case management services must be provided at ASAM Level 1 Outpatient Services. Staff credentials shall follow standards set forth in Part 5.2 and Part 5.2.2 of 2 CCR 502-1.

3.6.6. Reporting. Items noted below are explained in further detail in Exhibit A Reporting.

3.6.6 Deliverable Summary
The following items should be delivered: • CoBHRM records. • Encounters
Due Date: 10th day of the month following service.

3.6.7. Payment.

3.6.7.1. Individuals deemed appropriate for the IC process shall not be charged for WM services per IC contract.

3.6.7.2. This service may use a capacity budget or FFS protocol for payment, as indicated in this Agreement.

3.6.7.2.1. If capacity, then this service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

3.6.7.2.2. If FFS, then see rates set forth at Exhibit B: Funding.

Article 3.7: Behavioral Health Outpatient Services

3.7.1. Service Description and Objectives

3.7.1.1. Agency shall provide Outpatient Treatment in its network. “Outpatient Treatment” means behavioral health (substance use, mental health, or co-occurring) services provided to an Individual in accordance with their service plan on a regular basis in a non-overnight setting, which may include, but not be limited to, individual, group, or family counseling, peer support professional services, case management, or medication management.
3.7.1.2. For the purposes of this section, unless otherwise stated, “behavioral health services” includes mental health, substance use, and/or co-occurring services.
3.7.1.3. C.R.S. Title 27, Articles 80-82 governs the provision of behavioral health services.
3.7.1.4. Outpatient services are regulated pursuant to Chapter 4 of 2 CCR 502-1.
3.7.1.5. Enhanced Outpatient Services (EOP) are regulated pursuant to Section 10.2 of 2 CCR 502-1.
3.7.1.6. Opioid Treatment Provider services are regulated pursuant to the Certification of Opioid Treatment Programs, 42 CFR §8.

3.7.2. Target Population and Eligibility

3.7.2.1. Outpatient services are generally intended for Individuals who are assessed as not appropriate for more intensive levels of care. Outpatient services may also be a step-down from a higher level of care or offered when an Individual is in early stages of change and declines participation in the higher level of care indicated by the assessment.
3.7.2.2. The treatment services provided using these funds are available to uninsured/underinsured Individuals earning under three hundred percent (300%) of the Federal Poverty Line value. Eligibility shall be determined in accordance with theBHA Finance and Data Protocol #1, Special Studies Codes & Eligibility, as may be amended.
3.7.2.3. Outpatient Services for Individuals involved in the criminal justice system.
3.7.2.4. Individuals involved in the local and/or State criminal or juvenile justice system(s) who are clinically appropriate for outpatient level of care.
3.7.2.5. Outpatient services may serve children and youth unless the modality is contraindicated for children and youth.

3.7.3. Activities and Services

3.7.3.1. Agency shall base outpatient services on a comprehensive and coordinated individualized and recovery-oriented treatment/service plan that utilizes multiple concurrent services and treatment modalities rendered by a multidisciplinary treatment team.
3.7.3.2. For a patient at risk of or with a history of psychiatric hospitalization, services shall focus on maintaining and improving functional abilities.
3.7.3.3. Agency shall require that all funded programs develop and adhere to quality management programs as specified in Section 2.17 of 2 CCR 502-1 Behavioral Health Rules.
3.7.3.4. Modalities allowable under this section (including but not limited to):
3.7.3.4.1. Early intervention
3.7.3.4.2. Outpatient treatment

3.7.3.4.3. Enhanced Outpatient (mental health services only)
3.7.3.4.4. Medications for Opioid Use Disorder (MOUD)
3.7.3.4.5. Non-opioid Medication Assisted Treatment
3.7.3.4.6. Overdose Prevention
3.7.3.4.7. Mobile Health Units for MOUD Prescription
3.7.3.4.8. Mobile Opioid Treatment Programs
3.7.3.5. Allowable activities:
3.7.3.5.1. Individual therapy,
3.7.3.5.2. Group therapy,
3.7.3.5.3. Family therapy,
3.7.3.5.4. Supported employment,
3.7.3.5.5. Psychoeducation,
3.7.3.5.6. Case management,
3.7.3.5.7. Behavioral health screenings and assessments,
3.7.3.5.8. Referrals and warm hand-offs,
3.7.3.5.9. Psychiatric evaluations,
3.7.3.5.10. Peer services,
3.7.3.5.11. Psychiatric medications, medication assisted treatment (MAT), administration, and prescriber time,
3.7.3.5.12. Medications
3.7.3.5.13. Medical prescriber time,
3.7.3.5.14. Nurse time to administer medications,
3.7.3.5.15. Any required laboratory tests needed for either induction or maintenance of the prescribed medication
3.7.3.5.16. Coordination with county departments of human services / social services,
3.7.3.5.17. Treatment/service planning,
3.7.3.5.18. Family support,
3.7.3.5.19. Wraparound services,
3.7.3.5.20. Case management, including but not limited to social determinants of health support and transitional services
3.7.3.5.21. Vocational services,
3.7.3.5.22. Disaster or tragedy response, including coordination, triage, and community crisis debriefing, and
3.7.3.5.23. Other evidence-based or best/promising practice activities approved by BHA.
3.7.3.6. Outpatient Services for Individuals involved in the criminal justice system
3.7.3.6.1. Providers of SUD outpatient services for Individuals involved in the criminal justice system must be endorsed by BHA for services to Individuals involved in the criminal justice system pursuant to Chapter 10 of 2 CCR 502-1.
3.7.3.6.2. Providers of outpatient services for Individuals involved in the criminal justice system shall conduct ongoing coordination with appropriate and applicable criminal justice

entities (such as jail, probation, parole, and pretrial services) and/or criminal justice related providers, such as co-responder teams, to ensure continuity of services and care.

3.7.3.7. Assessments and Documentation: Risk Needs Responsivity as defined in Part 1.2 of 2 CCR 502-1.

3.7.4. Licensing Requirements

3.7.4.1. For SUD treatment, Agency must be licensed as Behavioral Health Entities (BHEs) to provide SUD treatment services as specified in 2 CCR 502-1 Behavioral Health Rules. Services may be delivered by agencies endorsed by BHA for any of the following levels of care:

3.7.4.1.1. ASAM Level 1 (Outpatient Treatment)

3.7.4.1.2. ASAM Level 2.1 (Intensive Outpatient Treatment)

3.7.4.2. SUD clinical supervision shall be provided and documented as set forth in C.R.S. §12-245-801-806, Addiction Counselor Certification and Licensure, and Part 2.5.1 of 2 CCR 502-1.

3.7.4.3. For mental health treatment, Agency must be licensed to provide MH treatment services as specified in 2 CCR 502-1 Behavioral Health Rules. If subcontracted MH providers carry a BHE license, they must carry the following endorsements:

3.7.4.3.1. Outpatient Treatment

3.7.5. Reporting.

Items noted below are explained in further detail in Exhibit B: Reporting.

3.7.5 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.7.6. Payment

3.7.6.1. This service may be paid on a fee for service, case rate, and/or capacity basis.

3.7.6.1.1. If this service is paid on a fee for service basis, this service reconciles to rates found in Exhibit B: Funding.

3.7.6.1.2. If this service is paid with a case rate, this service reconciles to case rates found in Exhibit B: Funding.

3.7.6.1.3. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.8: Medications for Opioid Use Disorder

3.8.1. Service Description and Objectives

3.8.1.1. Medications used for Medication Assisted Treatment (MAT) are evidence-based treatment options, and the Federal Drug Administration (FDA) has approved several

different medications to treat opioid use disorders (MOUDs). The primary purpose is to provide MOUD to uninsured Coloradans by OTPs and other MAT providers offering buprenorphine, methadone, or depot-naltrexone treatment within SIGNAL regions to remove cost barriers of accessing treatment.

3.8.2. Target Population and Eligibility

3.8.2.1. The intended Individuals for these services are people with a current or historic diagnosis of stimulant or OUD who qualify for treatment at an OTP facility or other MAT provider who are also underinsured/uninsured in accordance with the BHA eligibility protocol.

3.8.3. Activities and Services

3.8.3.1. Medications for Opioid Use Disorder (MOUD):

3.8.3.1.1. MOUD services are provided at either specially licensed OTP facilities or medical providers with the proper prescription authority to people with opioid use disorder.

3.8.3.1.2. Agency will offer one or more of the FDA-approved medications for the maintenance treatment of opioid use disorder (methadone, buprenorphine/ naloxone products, buprenorphine products including sublingual tablets/film, buccal film, and extended release, long-acting injectable buprenorphine formulations and injectable naltrexone) to support costs of treatment for those people who meet the BHA definition of uninsured/underinsured (up to three hundred percent (300%) of Federal Poverty Level).

3.8.3.1.3. Funding covers:

3.8.3.1.3.1. Required medical screening and testing

3.8.3.1.3.2. Physicals and evaluations

3.8.3.1.3.3. Counseling services

3.8.3.1.3.4. Including individual or group counseling

3.8.3.1.3.5. Medication dosing

3.8.3.1.3.6. Naltrexone, depot naltrexone, a variety of buprenorphine products or methadone as determined by the OTP medical team or the medical provider.

3.8.3.1.3.7. Depot naltrexone or buprenorphine outside of OTP facilities, including lockboxes and other safe storage needs. Specifically, medical offices may also provide these services, if the Individual is uninsured/underinsured and has no other payer.

3.8.3.1.3.8. Buprenorphine should only be provided in the context of a thorough treatment assessment where a prescriber is either attached to a treatment program or there is a written agreement between a treatment Agency and a prescriber that includes verifying the Individual receives concurrent psychosocial counseling.

3.8.3.1.3.9. Agency shall offer appropriate concurrent psychosocial counseling in addition to the medications.

3.8.3.2. Opioid Treatment Program (OTP):

3.8.3.2.1. The intended recipients of OTP services include Individuals dependent on opiates or opioids for whom the OTP physician has determined that medication maintenance is appropriate and likely to help the Individual recover.

3.8.3.2.2. OTP services shall include all aspects of care required within OTPs including physical examination of the Individual, required medical screening tests, individual, group and family therapy, medication dispensing and observation, urine specimen collection, testing and counseling, case management and peer recovery coaching.

3.8.3.2.3. All funded facilities must maintain the controlled substance license and the Opioid Treatment Program license.

3.8.3.2.4. The services provided shall only be delivered at the ASAM Level OTP level of care.

3.8.3.3. OTP facilities provide services in accordance with BHA, SAMHSA, and Drug Enforcement Agency (DEA) rules.

3.8.4. Licensing Requirements

3.8.4.1. OTP facilities receiving funding under this Agreement must be licensed by BHA as a Behavioral Health Entity (BHE) with an SUD Treatment endorsement at any ASAM Level. Additionally, these facilities must maintain the following:

3.8.4.1.1. BHA controlled substance license

3.8.4.1.2. Drug Enforcement Agency registration

3.8.4.1.3. SAMHSA accreditation

3.8.5. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.8.5 Deliverable Summary
The following items should be delivered: • CoBHRM • Encounters
Due Date: 10th day of the month following service.

3.8.6. Payment

3.8.6.1. For Non-OTP MAT Services: this service is paid on a fee for service basis, this service reconciles to rates found in Exhibit B: Funding.

3.8.6.2. For OTPs:

3.8.6.2.1. OTP facilities and other providers may charge a weekly copay of up to twenty-five dollars ($25) for Individuals whose income is between two hundred and three hundred percent (200% and 300%) of the Federal Poverty Level, and a weekly copay of up to ten dollars per week ($10/week) for Individuals whose income is up to two hundred percent (200%) of the Federal Poverty Level.

3.8.6.2.2. Case Rate: reimbursement for each unique month of service delivered. This funding is intended to cover:

3.8.6.2.2.1. Provider SUPRT administration (for SOR funds),

3.8.6.2.2.2. Provider SUPRT data collection (for SOR funds)
3.8.6.2.2.3. Provider data entry of the initial SUPRT-A data(for SOR funds)
3.8.6.2.2.4. The full cost of care, including:
3.8.6.2.2.4.1. Medications,
3.8.6.2.2.4.2. Dosing,
3.8.6.2.2.4.3. Counseling,
3.8.6.2.2.4.4. Laboratory tests, and
3.8.6.2.2.4.5. Other services considered to be a part of OTP care or MAT care with buprenorphine or depot-naltrexone.
3.8.6.2.2.5. For rates, see Exhibit B: Funding.
3.8.6.3. Funding may support MOUD for Individuals within county jails if continuity of care, including Medicaid or other funding support post release, is in place prior to initiating someone on MOUD.
3.8.6.4. This service is covered by Medicaid through the Regional Accountability Entities (RAEs), and all providers must be enrolled with one or more RAE and able to successfully bill those RAEs for Individuals with Medicaid.
3.8.6.5. All subcontracted providers of MAT are expected to serve Individuals with Medicaid or commercial insurance.

Article 3.9: Contingency Management

3.9.1. Service Description and Objectives

3.9.1.1. The purpose of this Article is to provide a contingency management services for substance use disorder treatment programs that implement a contingency management program for individuals with a stimulant use disorder.
3.9.1.2. The goal of Contingency Management (CM) is to reinforce positive consequences to clients when treatment goals are met and withhold positive consequences when clients engage in negative behavior.
3.9.1.3. The objective of this Article is to establish and maintain evidence-based Contingency Management services.
3.9.1.4. “Contingency Management Program” as defined in C.R.S. 27-50-805, means an evidence-based treatment program that provides motivational incentives to treat individuals with a stimulant use disorder.

3.9.2. Target Population and Eligibility

3.9.2.1. The target population are individuals with a stimulant use disorder. “Stimulant Use Disorder” means a substance use disorder as defined in C.R.S. 27-80-203 (23.2), involving a class of drugs that includes cocaine, methamphetamine, or prescription stimulants, but does not exclude use of other substances.

3.9.3. Activities and Services

Allowable costs include staffing, training, supplies, administrative costs, the costs of vouchers and prizes up to five hundred ninety-nine dollars ($599.00) per client during the treatment period, and other related expenses as approved by the BHA Program Manager. Any funding received must supplement and not supplant existing substance use disorder treatment and other health-care services.

3.9.4. Activities and Services

3.9.4.1. Agency shall support training and implementation of CM.

3.9.4.1.1. Training: The counselors and supervisors identified to deliver the model shall be trained in the delivery and sustainability of CM.

3.9.4.1.2. Overall Function: Carry out the services of CM by awarding clients for positive behaviors related to treatment plans.

3.9.5. Standards and Requirement

3.9.5.1. The CM counselors shall be properly credentialed by the Colorado Department of Regulatory Agencies (DORA) to counsel independently in an outpatient program licensed by BHA for SUD services. The Contractor shall participate in data reporting and program evaluation activities in collaboration with BHA.

3.9.6. Licensing Requirements

3.9.6.1. CM Providers must be licensed with BHA as an outpatient SUD provider.

3.9.7. Performance Outcome Measures

3.9.7.1. Demonstrated reduction in substance abuse for populations engaged in CM.

3.9.7.2. Demonstrated retention in treatment over a 12-week period.

3.9.7.3. Contingency Management Implementation Activity Reports shall be due on a quarterly basis.

3.9.8. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.9.8 Deliverable Summary
Staff and Contingency Management-ready clinics shall complete BHA-approved Contingency Management training through OwnPath Learning Hub.
Due Date: As required.

3.9.9. Payment

3.9.9.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.10: Child First Model

3.10.1. Service Description and Objectives

3.10.1.1. The purpose of this article is to implement Child First programming, a national, evidence-based, two-generation, trauma-informed, home-visiting model that works with young children and their caregivers who are most impacted by systemic and structural inequities through intensive, home-based services. By intervening early to serve high-risk pregnant and parenting families with children 0-5, the Child First intervention promotes nurturing and protective relationships which can both prevent and heal damage to the developing brain due to trauma and adversity.

3.10.1.2. Child First services will be delivered by a cohort of affiliate agencies who will benefit from critical backbone implementation support, provided through an Agency who is well-equipped to monitor fidelity of the national Child First model.

3.10.2. Target Population

3.10.2.1. Those eligible for wraparound Child First services are young children, prenatal through age 5, experiencing any number of emotional, behavioral, learning, or developmental problems, with or at risk for abuse or neglect in their homes. Caregivers of these young children are facing multiple challenges including poverty, intimate partner violence, substance use, homelessness, depression and/or other mental health issues. These young children and their caregivers are the population of focus. Focused referrals for this program will be pregnant and parenting families impacted by Substance Use Disorder.

3.10.3. Activities and Services

3.10.3.1. Agency will support efforts to hire, train, reflectively supervise, implement, and assure the quality of the Child First program. Agency will deliver an evidence-based, dyadic and intensive home-visiting mental health intervention to support children and their caregivers who are impacted by trauma, with a particular focus on children impacted by caregiver substance use disorder. Under the supervision of a Child First Program Director, Agency delivering Child First programming will include a bachelor's level care coordinator and a Master's level mental health clinician. Funded activities include:

3.10.3.1.1. Support Agency in hiring and training staff to implement the Child First program to fidelity;

3.10.3.1.2. Provide weekly and monthly reflective supervision and consultation to Child First affiliate agencies in Colorado, ensuring fidelity to the proven model and in support of staff seeking endorsement as Infant/ Early Childhood Mental Health professionals;

3.10.3.1.3. Guide Clinical Supervisors and Senior Leaders through the Child First accreditation process;

3.10.3.1.4. Manage centralized referral system for Child First;

3.10.3.1.5. Provide prioritized and streamlined access to Child First programming for families impacted by substance use disorders;

3.10.3.1.6. Monitor and enhance Medicaid reimbursement for the Child First program on an Agency and state level;

3.10.3.1.7. Coordinate local efforts with the National Service Office for Child First;
3.10.3.1.8. Develop relationships with public partners to align the Child First program with existing systems;
3.10.3.1.9. Engage and collaborate with local communities and State partners in service to high-quality and sustainable delivery of the Child First program;
3.10.3.1.10. Identify public funding streams;
3.10.3.1.11. Collaborate with sites on program staff hiring and monitoring of progress; and
3.10.3.1.12. Develop a sustainable public financing model.
3.10.3.2. Agency shall work towards enhancing the Infant and Early Childhood workforce by building awareness of infant and early childhood mental health workforce needs across the state.

3.10.4. Standards and Requirements

3.10.4.1. C.R.S. Title 27, Articles 80-82 governs the provision of behavioral health services.
3.10.4.2. Outpatient services are regulated pursuant to Chapter 4 of 2 CCR 502-1.
3.10.4.2.1. Enhanced Outpatient Services (EOP) are regulated pursuant to Section 10.2 of 2 CCR 502-1.

3.10.5. Payment

3.10.5.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.11: Outpatient Competency Restoration

3.11.1. Service Description and Objectives

3.11.1.1. The purpose of Outpatient Competency Restoration (OCR), operated exclusively by the Colorado Department of Human Services, is to provide competency restoration services to adults and juveniles involved in the criminal or juvenile justice systems and deemed by a court to be incompetent to proceed. Agency is required to facilitate court education as outlined in this statement of work, treatment services as indicated by the competency evaluation and agency intake, and community resources to promote long-term community stability with the intention of keeping the individual from re-entering the criminal justice system. Competency restoration services are individualized services meant to address the unique barriers to competency, gaps in understanding of the court system, the ability to participate in one's defense, and the facilitation of behavioral health and community-based services that promote long-term stability and prevent further engagement in the criminal justice system. Such services may include, but are not exclusive to:
3.11.1.1.1. Behavioral health treatment
3.11.1.1.2. Treatment specific to Individuals with an intellectual or developmental disability
3.11.1.1.3. Medication evaluation and management

3.11.1.1.4. Peer support
3.11.1.1.5. Case management/coordination
3.11.1.1.6. Psychoeducation focuses on legal knowledge, rational decision-making skills, and strategies to consult with his or her attorney
3.11.1.1.7. Brain injury resources
3.11.1.1.8. Housing resources
3.11.1.1.9. Employment Resources
3.11.1.1.10. Long Term Support Services
3.11.1.2. OCR shall be performed in accordance with C.R.S §16-8.5-111, 2(a) and C.R.S §19-2-1303.
3.11.1.3. OCR shall be performed in accordance with Part 12.5.9 of 2 CCR 502-1.

3.11.2. Target Population and Eligibility

3.11.2.1. OCR shall serve juvenile (ages 10-17) and adult Individuals referred by the courts who have been ordered to engage in community-based restoration services. These services should be provided to Individuals who are on bond and not in jail, prison, or other detention facility. This includes court orders that order outpatient services while the juvenile is still in custody.
3.11.2.1.1. If a juvenile becomes an adult before their case is resolved, the case is treated as a juvenile case.
3.11.2.1.2. There are no children- and youth-specific statements of work under this Chapter, though all treatment modalities in this Chapter shall serve children and youth unless the modality is contraindicated for children and youth.

3.11.3. Activities and Services

3.11.3.1. Signal is only responsible for contracting with Agency for this service. All monitoring and oversight of the OCR Agency is conducted by OCFMH.
3.11.3.1.1. OCFMH will alert Signal if any action needs to be taken with Agency contract, including but not limited to a corrective action or termination.
3.11.3.1.2. OCFMH is responsible to direct Signal to take any action on an Agency contract and will inform Signal of the implementation, oversight, progress, and completion of that action.
3.11.3.2. Referrals and engagement:
3.11.3.2.1. Agency shall receive Individual referrals from OCR. OCR shall provide Agency referral packet for each referral which shall include the court order, competency evaluation, police reports/probable cause affidavit, and Individual contact information. Agency shall abide by the timeliness set forth by any Court Order.
3.11.3.2.1.1. For the purposes of this section, the day after receipt of the referral is considered Day One.

3.11.3.2.2. Agency shall have documented outreach efforts with each Individual within three (3) business days of receiving an Individual referral from OCR. This documentation should appear within Agency monthly reporting delivered to OCR.

3.11.3.2.3. Agency shall perform scheduling of an initial intake with each Individual within ten (10) days of receiving the referral from OCR. Agency shall inform OCR via email immediately if it is unable to book an appointment for an Individual within the ten (10) business daytime period and provide OCR with written records of efforts made in the body of that email, as OCR is responsible for complying with the court orders to provide restoration services and ongoing updates regarding progress towards restoration.

3.11.3.2.3.1. The initial intake appointment with the Individual shall occur within fourteen (14) days of Agency receiving the referral.

3.11.3.2.4. Agency shall inform OCR immediately via email throughout their assignment if the Individual is not attending scheduled sessions.

3.11.3.2.4.1. Agency shall notify OCR if an Individual is at imminent risk of discharge due to non-engagement or any other factor and provide immediate notification to OCR.

3.11.3.2.4.2. An Individual shall not be discharged from services without the approval of OCR.

3.11.3.2.5. Agency shall not cease competency restoration services with the Individual until advised by OCR to do so.

3.11.3.2.5.1. Agency shall bill Medicaid for Medicaid-covered competency restoration services.

3.11.3.2.5.2. All competency Individuals must be served regardless of payer source or lack thereof.

3.11.3.3. Transportation:

3.11.3.3.1. Agency agrees to provide transportation for staff as necessary to treat the Individual in the Individual's community.

3.11.3.4. Competency Restoration Services:

3.11.3.4.1. Agency shall provide culturally competent and developmentally appropriate competency restoration services tailored to each Individual's unique needs.

3.11.3.4.2. Agency shall provide competency restoration services for each Individual in an outpatient setting within or near the community in which the Individual resides. Agency shall provide the physical address(es) of established offices where services shall be performed and indicate specific communities where they are willing to travel to provide restoration education services (if applicable).

3.11.3.4.3. Competency restoration services shall occur through face-to-face encounters.

3.11.3.4.3.1. Telehealth may be used where appropriate, including public health emergencies or specific needs of the Individual. If telehealth is utilized, reasoning must be included in the monthly report during the timeframe it is initiated.

3.11.3.4.4. Agency is responsible for scheduling appointments with Individuals served.

3.11.3.4.5. Agency shall meet with the Individual individually and/or in a group setting (when appropriate) a minimum of two (2) times per week and a minimum of one (1) hour

per meeting. If Agency does not meet this minimum, changes must receive prior approval from OCR and must be documented in the monthly report.

3.11.3.4.6. Within the psychoeducational area of competency restoration services, Agency shall provide multiple learning formats (including, but not limited to discussion, reading, video, flashcards, games, and experimental methods of instruction, such as role-playing or mock trial) to accommodate different learning styles.

3.11.3.4.7. In addition to the multitude of learning materials and resources provided by OCR via its provider portal, Agency shall use the competency restoration program curriculum provided by OCFMH as a guide to ensure the Individual demonstrates sufficient knowledge of the court system, their ability to participate in their own defense and that the identified barrier(s) to competency have been addressed and are not inhibiting their competency including the following elements:

3.11.3.4.7.1. Rational decision-making skills

3.11.3.4.7.2. Appreciation of criminal charges, the severity of charges, sentencing, and pleas

3.11.3.4.7.3. Roles of the courtroom personnel

3.11.3.4.7.4. Constitutional Amendment Rights

3.11.3.4.7.5. Understanding the relationship between Individuals and their defense attorney

3.11.3.4.7.6. Ability to state the alleged facts

3.11.3.4.7.7. Strategy for defense including decision-making skills

3.11.3.4.7.8. Social skills that support appropriate courtroom behavior

3.11.3.4.7.9. Trial process

3.11.3.4.8. All while ensuring that barriers to competency are not impeding understanding

3.11.3.5. Subcontracted restoration services:

3.11.3.5.1. Agency may subcontract for the provision of any area of Outpatient Competency Restoration Services with another entity. OCFMH OCR Program Staff and Signal shall be notified in writing of the subcontract arrangements. The subcontractor must meet all requirements in the Competency Restoration Services Minimum Program Requirements. Agency is responsible for managing all coordination of subcontracted services and reporting requirements. BHA and OCFMH reserves the right to require Agency to renegotiate subcontracts where necessary to adhere to the terms of this Agreement.

3.11.3.6. Assessments and Documentation

3.11.3.6.1. Agency shall submit a monthly status report regarding the restoration services for each Individual and corresponding progress notes directly to OCR monthly. Agency shall send all reports and corresponding progress notes directly to OCR.

3.11.3.6 Deliverable Summary
OCR Monthly Status Report sent via encrypted email to: cdhs_outptrestoration@state.co.us The subject of the email should follow the form of:

SIGNAL Region[X] - [SIGNAL] - FY[XX][Month] - Provider List by County
Due Date: 3rd day of the month following service.

3.11.3.6.2. Continuing Services:

3.11.3.6.2.1. The closing of a competency case does not imply the closing of all services to an Individual. If a competency case is closed, the provider will reassess the Individual's treatment needs and provide services for assessed needs and/or connect the Individual to a provider that is able to meet the assessed needs of the Individual.

3.11.3.6.3. Critical Incidents:

3.11.3.6.3.1. Agency shall share the following information directly with OCR via the critical incident form located on the provider portal. This form shall be filled out and submitted within 24 hours of the time the incident occurs.

3.11.3.6.3.1.1. Name of Individual involved,

3.11.3.6.3.1.2. Date and time of incident,

3.11.3.6.3.1.3. Location of the incident,

3.11.3.6.3.1.4. The nature of the incident,

3.11.3.6.3.1.5. How the incident was resolved,

3.11.3.6.3.1.6. Name(s) of staff present/involved, and

3.11.3.6.3.1.7. Whether the incident resulted in any physical harm to the Individual or any staff.

3.11.3.7. Agency shall not decline to serve an OCR referral unless the provider cannot provide services within an appropriate time frame per the Individual's needs and Agency's capacity. If a provider asserts that they lack the capacity to serve the Individual:

3.11.3.7.1. The provider shall instead provide care coordination to support the Individual in accessing alternate services within the statutory timeframe for service delivery.

3.11.3.7.2. The provider must provide documentation demonstrating the lack of capacity.

3.11.3.7.3. If the provider is a Comprehensive Community Behavioral Health Provider, repeated assertions that the provider lacks the capacity to provide Outpatient Competency Restoration services may result in adverse consequences for the provider's approval status as a Comprehensive Community Behavioral Health Provider.

3.11.3.8. Agency must provide OCR services in an outpatient setting to adult and juvenile Individuals who are involved with the criminal justice system and deemed incompetent to proceed.

3.11.3.9. Agency shall deliver the OCR program as described in Part 3, Chapter 4 of this statement of work to fidelity. Actual Individuals referred and served shall be monitored and reported. Agency shall build the capacity to provide OCR services to a minimum number of Individuals within the Contract Year based on historical data.

3.11.4. Licensing Requirements

3.11.4.1. Agency shall maintain all business licensing necessary to conduct the related services. Agency's provider staff shall have a minimum of a bachelor's degree in a related field and attend OCR training to provide OCR services. Proof of such licenses, certifications, approvals, and insurance shall be provided upon OCR's request. Any revocation, withdrawal, or nonrenewal of necessary license, certification, approval, or insurance required to perform OCR services properly, shall be grounds for removal of a staff person from these OCR services or termination of these OCR services by OCR

3.11.4.2. Agency's provider staff who are not licensed in counseling, social work, or psychology shall have established and consistent supervision by a licensed supervisor.

3.11.4.3. Agency's provider staff who participate in the OCR program shall complete and submit a background check with the Colorado Bureau of Investigation in accordance with C.R.S. §27-90-111. No contact with Individuals shall take place until the background check is completed and passed.

3.11.4.4. Agency and any of its staff who provide OCR services shall participate in training provided by OCR staff. Agency and any of its staff who provide OCR services shall use OCR-approved Competency Restoration Curricula as the basis for their psychoeducation while utilizing additional instructional resources located on the provider portal to meet the needs of various learning styles. Agency agrees to implement this curriculum and services to fidelity using the Outpatient Competency Restoration Best Practice Manual located on the provider portal.

3.11.4.5. Agency and Signal must participate in quarterly conference calls designed to disseminate information, provide education, and resource support, and provide a forum for Agency to share information, concerns, and suggestions to OCR Program Staff. Agency is responsible for communicating this information to all staff (and, if applicable, subcontractors as mentioned in 3.11.3.5*ff.*) that provide competency restoration services.

3.11.4.6. All trained AGENCY staff shall be given access to the OCR Provider Portal. This portal is a repository for information and should serve as the primary source of information, frequently asked questions, tools, and resources for supervisors, leads, and staff providing competency restoration services.

3.11.5. Performance Outcome Measures

3.11.5.1. Agency shall participate in programmatic audits on a schedule determined by OCR. The measures that audits are based on are on the OCR Audit Template provided by OCR. The audit schedule consists of:

3.11.5.2. Full audits occurring on odd years.

3.11.5.3. Follow up audits as required to resolve any findings issuing from the full audits.

3.11.5.4. Ad hoc audits in response to problems observed by or reported to Signal or OCR.

3.11.5.5. Individual-Specific Measures

3.11.5.5.1. Agency shall document the date of receipt of a referral and have documented outreach to the Individual within three (3) business days of the referral receipt.

3.11.5.5.2. Agency shall have intake scheduled within ten (10) business days of referral
3.11.5.5.3. Agency shall complete the intake within fourteen (14) days of referral.
3.11.5.5.4. Agency shall perform and document outreach to all points of contact to initiate and facilitate Individual engagement in services.
3.11.5.5.5. Agency shall ensure the setting of services is appropriate to address the Individual's needs which may include, but is not limited to:
3.11.5.5.5.1. Individual therapy
3.11.5.5.5.2. Group therapy
3.11.5.5.5.3. Telehealth services
3.11.5.5.5.4. In-person Services
3.11.5.5.5.5. Ensure services are not with Individuals out of state
3.11.5.5.5.6. Ensure services are not with Individuals in a locked facility
3.11.5.5.6. Agency shall:
3.11.5.5.6.1. Contact the Individual at an appropriate frequency and provide documentation and justification regarding the frequency of contact.
3.11.5.5.6.2. Use the OCR curriculum and include all education elements in OCR.
3.11.5.5.6.3. Utilize the Provider Portal for all curricula and additional tools to use during education sessions.
3.11.5.5.6.4. Provide individualized, culturally competent services, and present OCR in a variety of formats to be tailored to the Individual's individual needs.
3.11.5.5.6.5. Address all barriers to competency documented in the competency evaluation and those identified by Agency.
3.11.5.5.6.6. Make referrals to community services and supports that may assist the Individual in meeting their needs and maintaining stability.

3.11.6. Payment

3.11.6.1. Agency will be paid the monthly fixed amount identified in Exhibit B: Funding, if terms and conditions of this Agreement are met..

Article 3.12: Behavioral Health High Intensity Outpatient & Hospital Alternative Services

3.12.1. Service Description and Objectives

3.12.1.1. Behavioral health high-intensity outpatient services are services provided to an Individual in accordance with their service plan on a regular basis in a non-overnight setting as an alternative to inpatient and residential treatment services, which include, but are not limited to, transitional care following an inpatient stay in lieu of continued hospitalization, coordination of outpatient certifications, step-down services, intensive treatment services, case management, rehabilitation, and housing services and supports.

3.12.2. Target Population and Eligibility

3.12.2.1. High-Intensity Outpatient Services are intended to serve individuals with high behavioral health needs with intensive services that cannot be sufficiently addressed with standard levels of outpatient services but does not require inpatient or residential levels of care.
3.12.2.2. All treatment modalities in this Chapter shall serve children and youth unless the modality is contraindicated for children and youth.
3.12.2.3. Behavioral Health High-Intensity Outpatient Services shall be performed in accordance with Chapter 4 of 2 CCR 502-1.
3.12.2.4. Partial Hospitalization Program service shall be performed in accordance with Part 4.7 of 2 CCR 502-1.
3.12.2.5. Enhanced Outpatient Services shall be performed in accordance with Part 10.2 of 2 CCR 502-1.
3.12.2.6. Intensive Outpatient Services shall be performed in accordance with Part 10.3 of 2 CCR 502-1.

3.12.3. Activities and Services

3.12.3.1. Programs allowable for adults under this Chapter include, but are not limited to:
3.12.3.1.1. Partial hospitalization (pursuant Part 4.7 of 2 CCR 502-1),
3.12.3.1.2. Enhanced Outpatient: requires advance written permission from BHA to evaluate appropriateness under the circumstances (pursuant Part 10.2 of 2 CCR 502-1)
3.12.3.1.3. Assertive Community Treatment,
3.12.3.1.4. Community Dual Disorders Treatment Teams (CDDT),
3.12.3.1.5. Day treatment,
3.12.3.1.6. Forensic Assertive Community Treatment,
3.12.3.1.7. Homeless prevention services,
3.12.3.1.8. Intensive case management services (e.g., rapid response treatment teams),
3.12.3.1.9. Intensive Outpatient (IOP) substance use and mental health (pursuant Part 10.3 of 2 CCR 502-1),
3.12.3.1.10. Hospital alternative services,
3.12.3.1.11. Supportive treatment services (e.g., workforce/vocational services, psychosocial services, step down residential services, coordination of outpatient certifications, respite, tenancy supports, hospital care transitions), and
3.12.3.1.12. Other evidence-based or best-practices programs and services approved by BHA.
3.12.3.2. Types of programs allowable for children under this section:
3.12.3.2.1. Ascent (First Episode Psychosis (FEP),
3.12.3.2.2. High fidelity wraparound service,
3.12.3.2.3. Intensive services provided for children with high behavioral health needs,
3.12.3.2.4. Systems of care involved youth requiring high fidelity wraparound services,
3.12.3.2.5. Trauma systems therapy services, and
3.12.3.2.6. Other evidence-based programs or best-practices and services approved by BHA.
3.12.3.3. Allowable Activities:

3.12.3.3.1. Assessment,
3.12.3.3.2. Court ordered evaluations,
3.12.3.3.3. Psychological testing,
3.12.3.3.4. Family, group and individual psychotherapy,
3.12.3.3.5. Medical and nursing support,
3.12.3.3.6. Care coordination,
3.12.3.3.7. Treatment and/or service planning,
3.12.3.3.8. Medication management,
3.12.3.3.9. Family support,
3.12.3.3.10. Skill development,
3.12.3.3.11. Expressive and activity therapies,
3.12.3.3.12. Psychosocial education and training,
3.12.3.3.13. Wraparound services,
3.12.3.3.14. Telehealth capacity,
3.12.3.3.15. Supportive and or transitional services,
3.12.3.3.16. Residential step-down care or support,
3.12.3.3.17. Transitions of care support,
3.12.3.3.18. Telehealth support,
3.12.3.3.19. Urgent psychiatric evaluation and/or stabilization,
3.12.3.3.20. Supported employment, and
3.12.3.3.21. Other evidence-based or best/promising practice activities approved by BHA.
3.12.3.4. Assessments and Documentation
3.12.3.4.1. Agency shall perform assessments and documentation in accordance with the chosen model.

3.12.4. Standards and Requirements

3.12.4.1. High-intensity outpatient SUD Services include ASAM Criteria Level 2.5 type services and require a Behavioral Health Entity (BHE) license with an endorsement for the corresponding ASAM Level of Care.
3.12.4.2. All services must be provided in accordance with the model described.

3.12.5. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.12.5 Deliverable Summary
• The following items should be delivered:CoBHRM records • Encounters
Due Date: 10th day of the month following service.

Article 3.13: Assertive Community Treatment

3.13.1. Service Description and Objectives.

3.13.1.1. The goals of this program are to provide intensive, community-based treatment and to reduce the need for higher levels of care for adults diagnosed with Severe Mental Illness (SMI) and co-occurring SMI and Substance Use Disorders (SUD).

3.13.2. Target Population

3.13.2.1. The ACT program shall target adults diagnosed with Severe Mental Illness (SMI) and/or SMI with co-occurring SUD who have experienced multiple psychiatric hospitalizations or other higher levels of care, incarcerations, or substantial homelessness and to assist those individuals to live successfully in their communities.

3.13.3. Activities and Services

3.13.3.1. Services:

3.13.3.1.1. Agency shall deliver ACT services in accordance with the Dartmouth Assertive Community Treatment Scale ("DACTS") provided by BHA.

3.13.3.1.2. Agency shall prioritize ACT referrals from these populations in order:

3.13.3.1.2.1. The Momentum program,

3.13.3.1.2.2. State hospital discharges,

3.13.3.1.2.3. Ascent/First Episode Psychosis (FEP) teams,

3.13.3.1.2.4. The forensic population discharging from state hospitals, and

3.13.3.1.2.5. Individuals with more than one psychiatric inpatient stay in the past year.

3.13.3.1.3. Agency shall perform the following functions:

3.13.3.1.3.1. Managing the ACT program,

3.13.3.1.3.2. Monitoring admissions and discharges according to DACTS model,

3.13.3.1.3.3. Maintaining appropriate caseloads, and

3.13.3.1.3.4. Adhering to the frequency, duration, and type of contacts required under the DACTS model.

3.13.3.1.4. Agency shall provide assistance with the following types of services:

3.13.3.1.4.1. Activities of daily living:

3.13.3.1.4.2. Basic needs

3.13.3.1.4.3. Benefits acquisition and management

3.13.3.1.4.4. Continuity of care

3.13.3.1.4.5. Counseling/Therapy

3.13.3.1.4.6. Crisis management

3.13.3.1.4.7. Employment

3.13.3.1.4.8. Family/social life

3.13.3.1.4.9. Health care

3.13.3.1.4.10. Housing

3.13.3.1.4.11. Medication management

3.13.3.1.4.12. Nursing

3.13.3.1.4.13. Peer support

3.13.3.1.4.14. Substance use

3.13.3.1.5. BHA shall facilitate monthly virtual ACT learning Collaborative meetings with all in-network ACT providers. Agency shall have at least one individual from each ACT team attend each of those meetings and/or a regional meeting to be scheduled. BHA ACT Program Manager shall coordinate the meeting schedule with the ACT teams and Signal.

3.13.4. Standards and Requirements

3.13.4.1. Agency shall meet fidelity requirements of the Dartmouth Assertive Community Treatment Scale (DACTS). BHA expects SIGNAL, as the BHASO, to participate in monitoring BHASO Network Providers, including Agency, that are not in compliance and withhold payment if action plans are not met in a manner defined. Signal, as the BHASO, is to ensure that each ACT participates in scheduled Monthly Learning Collaborative Meetings and all fidelity reviews.

3.13.4.2. Signal and BHA shall coordinate to schedule fidelity reviews with Agency. BHA then completes the fidelity reviews using the Dartmouth Assertive Community Treatment Scale (DACTS).

3.13.4.3. Good fidelity on the DACTS is defined as an average item score of at least four (4), for a total score of at least one hundred twelve (112).

3.13.4.3.1. Programs that do not maintain good fidelity to the DACTS model shall ensure adequate staff training, technical assistance, and program development to attain good fidelity within six (6) months after the previous fidelity review.

3.13.4.3.2. If good fidelity is not attained within six (6) months of the initial review, Signal shall place the program on corrective action. Signal shall coordinate with Signal and the BHA to establish goals, timelines, and consequences for the corrective action.

3.13.5. Licensing

3.13.5.1. Agency shall form community-based and multidisciplinary teams with staff who are licensed or credentialed (as appropriate pursuant to DACTS) with experience in the following areas:

3.13.5.1.1. Psychiatry,

3.13.5.1.2. Psychology,

3.13.5.1.3. Nursing,

3.13.5.1.4. Social work,

3.13.5.1.5. Counseling,

3.13.5.1.6. Rehabilitation,

3.13.5.1.7. Substance use treatment,

3.13.5.1.8. Peer support,

3.13.5.1.9. Case management,

3.13.5.1.10. Housing,

3.13.5.1.11. Employment, and
3.13.5.1.12. Benefits.

3.13.6. Reporting

3.13.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • \Encounters
Due Date: 10th day of the month following service.

3.13.6.1. ACT Report

3.13.6.1 Deliverable Summary
• Agency shall submit the ACT information through CoBHRM records.
Due Date: 10th day of the month following the end of the quarter of service.

3.13.7. Payment

3.13.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.14: First Episode Psychosis (ASCENT)

3.14.1. Service Description and Objectives

3.14.1.1. ASCENT Colorado is a holistic, community-based program that implements the Coordinated Specialty Care (CSC) model for First Episode Psychosis (FEP) to provide intensive outpatient treatment and support. The objective of ASCENT is to improve outcomes for youth and young adults experiencing their first episode psychosis. The program offers up to three (3) years of specialized services to guide Individuals and their families toward stability and independence. An additional two years of services may be provided in ASCENT Step-Down. Step-Down programming continues to provide CSC, but at a lower intensity. Providers have the option of offering this level of care. Ascent is funded by a ten percent (10%) set aside for FEP required by the SAMHSA Mental Health Block Grant, though Signal may opt to fund FEP above this level.

3.14.2. Target Population and Eligibility

3.14.2.1. Each ASCENT Program shall target youth and young adults ages fifteen to twenty-nine (15-29) experiencing FEP. FEP is defined as a psychotic episode that occurs for the first time.

3.14.2.2. Individuals served by the ASCENT Program shall have a recent diagnosis of a psychotic disorder, with the onset of symptoms occurring within the last twenty-four (24) months. Psychotic disorders identified in the DSM-5-TR including schizophrenia, schizoaffective

disorder, schizophreniform disorder, brief psychotic disorder, and unspecified psychotic disorder.

3.14.2.3. Exclusion criteria for admission to the ASCENT Program include psychotic symptoms secondary to the following:

3.14.2.3.1. A pervasive developmental disorder,

3.14.2.3.2. A physical health or neurological disorder,

3.14.2.3.3. Alcohol or substance induced psychosis,

3.14.2.3.4. Bipolar disorder with psychotic features,

3.14.2.3.5. Depressive disorder with psychotic features,

3.14.2.3.6. Individuals outside the age range of fifteen to twenty-nine (15-29) years upon admission, or

3.14.2.3.7. Individuals who experienced an onset of psychotic disorder more than twenty-four (24) months ago.

3.14.3. Activities and Services

3.14.3.1. Agency shall deliver FEP services in accordance with SAMHSA guidelines and shall follow the Coordinated Specialty Care (CSC) model fidelity scale provided by BHA that provides culturally and linguistically sensitive services consistent with the needs of transition-aged youth. CSC promotes shared decision making and utilizes a team of specialists who work with the Individual to create a personalized treatment plan.

3.14.3.2. In accordance with the CSC model, Agency shall offer psychotherapy, medication management, family education and support, peer support services, case management, and employment and/or education support, depending on the individual's needs and preferences. Signal shall ensure that the Individual and team work together to make treatment decisions, involving family members as much as possible.

3.14.3.3. Utilizing BHA provided ASCENT marketing materials when available, Agency shall provide community education and assertive outreach to identify and engage Individuals and families as quickly as possible when psychosis first begins.

3.14.3.4. Agency shall comply with utilizing all ASCENT branding and marketing materials for the ASCENT program.

3.14.3.5. Agency shall provide ASCENT services in the home, community, clinic, and telehealth settings.

3.14.3.6. Administration:

3.14.3.6.1. Agency shall participate in ongoing collaboration with other systems and agencies to ensure that services are coordinated and, when necessary, integrated.

3.14.3.6.2. BHA and Signal shall facilitate monthly ASCENT program meetings, and a conference call option shall be provided. Agency shall have representation at those meetings each month.

3.14.4. Standards and Requirements

3.14.4.1. Fidelity Scale and Reviews:

3.14.4.2. Signal and BHA shall coordinate to schedule fidelity reviews with Agency.

3.14.4.3. BHA shall conduct fidelity reviews of the ASCENT Program on a biannual (every two (2) years) basis using a scale as determined by BHA. The team shall then integrate feedback into ongoing quality improvement. BHA shall provide the CSC Model Fidelity Scale results to Signal and Agency evaluated within 30 days of completion of the review.

3.14.4.4. Programs that receive an aggregate fidelity score of "foundational" on the CSC model shall ensure adequate staff training from BHA or the ASCENT TTA provider and program development to bring all items to "progressing" or "established." Items indicated as "foundational" shall be reviewed by BHA every six (6) months until they are indicated as "progressing." Agency shall coordinate with the BHA to schedule additional technical assistance and complete follow-up reviews to ensure that good fidelity has been attained.

3.14.5. Licensing

3.14.5.1. ASCENT teams shall be community-based and multidisciplinary, and staff members shall have relative experience to their position and receive additional training when needed. Agency shall establish and maintain a team consisting of the following ASCENT roles required to provide services to fidelity:

3.14.5.1.1. Team lead

3.14.5.1.2. Psychotherapist

3.14.5.1.3. Case manager

3.14.5.1.4. Family education support

3.14.5.1.5. Supported Employment and Education Specialist (SEES)

3.14.5.1.6. Pharmacotherapy and primary care coordination

3.14.5.1.7. Peer support specialist

3.14.5.2. In some situations, these positions can be combined with other programs (such as Assertive Community Treatment (ACT)) when appropriate and approved by BHA. Additional training and technical assistance may be required.

3.14.5.3. Agency shall ensure that all team members participate in required training and supervision.

3.14.5.4. Signal shall notify the BHA of Agency team lead staff names, contact information, and licensure status.

3.14.5.5. The team lead shall participate in all aspects of training and technical assistance on CSC, including receiving technical assistance with EASA CSC contracted trainer/consultants.

3.14.6. Reporting

3.14.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters

• Quarterly ASCENT specific data collected through CoBHRM
Due Date: 10th day of the month following service; 10th of the month following quarter

3.14.7. Payment

3.14.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.15: Forensic Community-Based Services

3.15.1. Service Description and Objectives

3.15.1.1. Forensic Community Based Services (FCBS) is the program at the Office of Civic and Forensic Mental Health (OCFMH), partnering with BHA, responsible for oversight of persons found Not Guilty by Reason of Insanity (NGRI) who are placed in the community while still under the authority of the State of Colorado, Department of Human Services. The program proactively works with Agency to facilitate community reintegration using comprehensive and evidence-based services in the least restrictive environment, while meeting the need for public safety.

3.15.1.2. FCBS shall be performed in accordance with C.R.S. § 16-8-115.

3.15.2. Target Population and Eligibility

3.15.2.1. All referrals to FCBS are generated by the Colorado Mental Health Hospital (CMHH) inpatient treatment team or the Forensic Community Based Services Department, or directly from the Court. FCBS Individuals have been adjudicated NGRI and have progressed to the status of Temporary Physical Removal/Community Placement or Conditional Release, allowing for follow-up treatment in the community.

3.15.3. Activities and Services

3.15.3.1. Signal shall ensure that all its contracted Comprehensive Community Behavioral Health Safety Net Providers participate in the FCBS program.

3.15.3.2. Signal shall continually work collaboratively with the FCBS team, while utilizing the Risk Need Responsivity model to facilitate the Individual's ongoing recovery and criminogenic risk reduction, thereby preventing recidivism and rehospitalization.

3.15.3.3. Treatment services shall account for and align with all requirements for community placement, or all conditions outlined in the conditional release order, as well as all criminogenic risk factors identified in the formal risk assessment and prioritized by FCBS. FCBS-involved Individuals shall be assigned to Assertive Community Treatment, unless a clinical justification is made by Signal and agreed upon by both Signal and the FCBS Director/designee.

3.15.3.4. FCBS Process:

3.15.3.4.1. When serving Individuals who are conditionally released or on community placement from the CMHH at Pueblo and Fort Logan or directly by court order, each AGENCY shall comply with the most current version of the " Forensic Community-Based Services (FCBS)," Community Procedure Manual which is made a part of this Agreement by reference.

3.15.3.4.2. When an Individual is approved for community placement, or advances to conditional release from the CMHH, the Individual shall be referred by the CMHH and/or FCBS to an Agency serving the area to which the Individual is discharged.

3.15.3.4.2.1. When an individual is approved by the court to remain on bond during the initial evaluation process and/or directly granted conditional release in the community, a BHASO network referral shall be submitted by FCBS team. If the Individual is already receiving treatment by a BHASO network entity, the FCBS will engage the treatment to ensure adequate understanding and compliance with the Individual's legal status and requirements. If an Individual is already receiving treatment by a non-BHASO network entity/provider, the FCBS will assess the need for a BHASO network entity referral based on individualized need and provider's ability to meet legal requirements.

3.15.3.4.3. Agency shall initiate the primary contact with the appropriate CMHH or FCBS to request necessary Individual information within ten business days of the initial Individual referral.

3.15.3.4.4. BHA and Signal acknowledge and agree that the CMHHs must supply Agency with necessary Individual information, related to the procedures herein.

3.15.3.4.5. In the event the Individual is already residing in the community, Agency shall initiate the primary contact with the FCBS regional conditional release coordinator to request necessary Individual information within ten (10) business days of the initial Individual referral.

3.15.3.4.6. If the primary contact does not result in the receipt of said information within ten (10) business days, Agency may contact the BHA FCBS Licensing Manager or designee for assistance. The BHA FCBS Licensing Manager or designee shall contact the appropriate CMHH to assist in expediting the receipt of necessary Individual information.

3.15.3.4.7. Reasonable efforts by Agency to obtain necessary Individual information shall constitute compliance with the requirements set forth above related to this Agreement. Reasonable efforts include written or electronic requests, or documented telephone communication requesting said necessary Individual information.

3.15.3.5. FCBS will include Signal entity in the client's release of information. FCBS will copy a designated representative from Signal on the referral/intake communication. OCFMH will notify Signal if there is a critical change of status of an Individual or escalated event

that requires rehospitalization of an Individual receiving services from Signal's Network providers.

3.15.3.6. Upon Agency's acceptance of community placement or conditional release of a FCBS Individual, Agency shall coordinate with the OCFMH FCBS manager or designee to obtain required programmatic information, to include the most current procedure manuals.

3.15.3.7. Agency shall collaborate with FCBS when the Individual or FCBS initiates a request for change in CJI legal status. If Agency supports an evaluation by a qualified professional, not affiliated with Agency, Agency shall provide in writing, a statement of their support of the evaluation. Agency shall provide all treatment records requested by FCBS, or the evaluator, as legally permitted, for their performance of an evaluation of the Individual's eligibility for change in legal status. A guide for Agency is provided in Appendix C of the current FCBS Procedure Manual.

3.15.3.8. BHA shall provide site based and webinar training and technical assistance to Agency's forensic coordinators, clinicians, and case managers who interact directly with FCBS-involved Individuals or oversee FCBS-related treatment, monitoring, and reporting activities at Agency. Agency shall further ensure that staff working with FCBS Individuals have documented training attendance in the first ninety (90) days of employment or taking on this caseload. The training shall include, at a minimum, the topics of FCBS overview, forensic service planning, and quarterly reporting.

3.15.3.9. In partnership with Signal, Agency's clinical leadership and staff working with the FCBS population shall participate in an annual training provided by the FCBS focusing on the FCBS client population, overall legal processes and requirements, documentation, FCBS roles and responsibilities, statutes, and other relevant processes and information.

3.15.3.10. OCFMH will conduct fidelity reviews using the current version of the FCBS procedure manual, C.R.S. § 16-8-115, 2 CCR 502-1 Behavioral Health Rules, and applicable Federal regulations. FCBS will inform Signal of the incoming audit scheduling and of the audit results for providers in its network.

3.15.3.11. Each Agency Comprehensive provider shall appoint one person as its forensic coordinator to ensure adherence to Title 16, Article 8, of the C.R.S. Sanity Statutes, as well as the most current version of the FCBS Community Procedure Manual, titled "Forensic Community-Based Services (FCBS) Community Procedure Manual." Agency may obtain a copy from the FCBS director/designee.

3.15.3.12. Agency shall provide immediate written notification to the FCBS Director/designee and BHA Manager of FCBS Programs of any changes in assignment of the Forensic Coordinator, including changes to duties, address, or telephone numbers and shall promptly update a list of staff assigned as primary therapist or case manager of an FCBS-involved Individual.

3.15.3.13. When a critical incident qualifying event occurs in relation to an Individual on Community Placement or Conditional Release, Agency shall immediately notify the

Program Director of FCBS and Signal. Critical incidents include escape, any arrest, physical/sexual assault, suicide attempts requiring medical attention, death that is unexpected, or any incident deemed critical by the program, Agency, or the executive director of the facility.

3.15.3.14. Agency shall make all reasonable efforts to prevent rehospitalization of FCBS Individuals experiencing psychiatric decline through the utilization of Acute Treatment Units, crisis response and ACT teams or other alternatives to rehospitalization. Should Agency encounter difficulty in obtaining appropriate placement, the FCBS Director and case manager shall be notified and may offer assistance.

3.15.4. Reporting

3.7.5 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.15.4.1. FCBS Quarterly Report

3.15.4.1 Deliverable Summary
Agency is responsible for submitting quarterly reports on the Individual's progress to the FCBS Director/designee (via encrypted email), the BHA Manager of FCBS Programs (via encrypted email), and Signal.
Due Date: 10th day of the month following service.

Article 3.16: Youth Post-Crisis Stabilization Services for Children, Youth, and Families (Formerly, Crisis Resolution Teams for Children, Youth, and Families)

3.16.1. Service Description and Objectives

3.16.1.1. Agency shall provide specialized in-home services to children, youth, and families in crisis in Colorado. Young people and families experience improved outcomes when stabilized in the home and reduces the burden on the bed-based behavioral health system. This program is designed to prevent at-risk children from being placed in residential or out-of-home treatment options.as well as prevent referral to higher level of care.

3.16.2. Target Population

3.16.2.1. Individuals served shall be children, youth, and families who present to the crisis system and/or emergency departments with high acuity needs and are determined to be safe to

remain in the home or community to receive intensive, short-term stabilization interventions.

3.16.2.2. Emergency and crisis services shall be available to any individual who is experiencing a behavioral health crisis, regardless of whether the individual is a priority population.

3.16.3. Activities and Services

3.16.3.1. Agency shall provide intensive in-home services to children, youth, and their families referred following a crisis episode. Services offered shall include, as clinically appropriate:

3.16.3.1.1. Consultation with Signal for high-acuity Individual and/or their family to ensure adherence with the goal of reducing referrals to higher levels of care.

3.16.3.1.1.1. Signal shall be available for case consultation and referral determination.

3.16.3.1.2. Intake and needs assessment shall be administered at initial contact with each Individual and Agency shall accept the family into YPSS, based upon eligibility criteria agreed upon with Signal.

3.16.3.1.3. The Columbia Suicide Severity Rating Scale (C-SSRS) shall be administered for each Individual at service initiation and again at program discharge

3.16.3.1.4. Service and Treatment planning:

3.16.3.1.4.1. Case management and care coordination shall be provided by Agency for the family of the Individual:

3.16.3.1.4.1.1. Connection to community-specific support services

3.16.3.1.4.1.2. Agency shall utilize the resources in BHA-created CYF Toolkit provided to Signal.

3.16.3.1.4.2. Connection to and coordination of benefits, which may include but is not limited to Medicaid and other social benefits.

3.16.3.1.4.3. Care Coordination which may include, but is not limited to, other providers, agencies, or organizations that are involved with the Individual's and/or family's continuum of care.

3.16.3.1.5. Crisis management

3.16.3.1.6. Agency shall provide support and guidance to an individual experiencing crisis during a crisis episode.

3.16.3.1.7. Peer support shall be provided throughout the duration of the program for the young person and their family

3.16.3.1.8. Family skill building, which may include but is not limited to;

3.16.3.1.8.1. improve communication,

3.16.3.1.8.2. behavior management,

3.16.3.1.8.3. problem solving,

3.16.3.1.8.4. conflict resolution

3.16.3.1.8.5. relationship building

3.16.3.1.8.6. coaching

3.16.3.1.9. Individual and family therapy
3.16.3.1.10. Group therapy
3.16.3.1.11. Community connection
3.16.3.1.12. Psychiatry and medication management
3.16.3.1.13. Discharge planning and referrals to ongoing support
3.16.3.1.14. Discharge shall occur once the individual/family is able to demonstrate and maintain improvements in the goals outlined in their treatment/service plan.
3.16.3.1.14.1. Referrals to the continuum of care which may include but is not limited to, High-Fidelity Wraparound; The Children and Youth Mental Health Treatment Act (CYMHTA); outpatient therapy and psychiatry; group therapy; and support groups
3.16.3.1.14.2. Agency shall perform a Seven- (7) day post-program discharge follow-up to ensure ongoing stabilization, adequate coping with transition of care, and adherence to ongoing services. An additional fourteen- (14) day follow up shall be required for non-responsive discharge clients.

3.16.4. Standards and Requirements

3.16.4.1. Referrals shall be accepted from hospital emergency departments, and the Colorado Crisis Services continuum. Eligibility criteria shall include:
3.16.4.2. Individuals served shall be children, youth, and families who present to the crisis system and/or emergency departments with high acuity needs, who have received a crisis evaluation and are determined to be safe to remain in the home or community to receive intensive, short-term stabilization interventions. These Individuals shall be prioritized. If the local YPSS team is not at capacity, then the team may serve children or youth who present with high-acuity behavioral health needs referred from other agencies (i.e. schools, pediatricians, etc.). The program is not intended as a step-down from higher levels of care.
3.16.4.2.1. Emergency Departments. A child or youth who has sought services at and has been determined to not need a higher level of care, based on the assessment of the program provider.
3.16.4.2.2. CCS Walk-in Centers and Mobile Crisis Response - A child or youth who has sought services and has been determined to not need a higher level of care, based on the assessment of the program provider.
3.16.4.2.3. Other referrals may be accepted based upon Crisis Resolution Team availability at the discretion of Signal.
3.16.4.3. Frequency of the services shall be offered at a minimum of three (3) days per week, up to a variety of services multiple times daily depending on clinical need.
3.16.4.4. Duration of services shall be offered for a minimum of four (4) weeks, up to six (6) weeks depending on clinical need.
3.16.4.5. Agency shall serve no more than ten (10) families per YPSS at any given time.

3.16.5. Licensing

3.16.5.1. The program shall employ a multidisciplinary, team-based approach. The teams shall employ a variety of staff, with corresponding supervision based on the level of experience and expertise of the team composition. The team composition may be flexible if the roles and requirements outlined in Activities and Services are met and must be approved by Signal and BHA, and include:

3.16.5.1.1. Master's level/licensed clinician,

3.16.5.1.2. Bachelor's level clinician/case manager,

3.16.5.1.3. Peer specialist,

3.16.5.1.4. Prescriber,

3.16.5.1.5. Family skills coach/advocate,

3.16.5.1.6. Behavioral coach/analyst

3.16.5.2. The prescriber role is required and may offer telemedicine visits, with approval from BHA and Signal, for enrolled individuals within Agency.

3.16.6. Reporting

3.16.10 Deliverable Summary
The following items should be delivered: • CoBHRM records Encounters
Due Date: 10th day of the month following service.

3.16.6.1. YPSS Quarterly Report

3.16.4.1 Deliverable Summary
Agency shall report quarterly data, including: • Demographic information • Unique families serviced • Other client data
Due Date: 10th day of the month following the end of the quarter of service.

3.16.7. Payment

3.16.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.17: Substance Use Disorder and Co-Occurring Residential Services

3.17.1. Service Description and Objectives

3.17.1.1. The purpose of this Article is to provide residential treatment to Individuals for co-occurring substance use and mental health disorders. A residential treatment unit's

primary function is to stabilize Individuals to a point where a less restrictive level of care is appropriate for the Individual's continuum of care.

3.17.1.2. Signal shall assure availability of and pay for the cost of residential treatment services for SUDs and co-occurring SUD and mental health disorders for Individuals receiving treatment in their Region who are uninsured/underinsured and who require American Society of Addiction Medicine (ASAM) residential level of care, or admissions which are court-ordered, is determined to be necessary. Residential treatment for SUD is intended to help Individuals decrease substance use and mental health symptoms in a structured environment while developing a community-based individual recovery plan that shall increase school or work functioning, and family functioning. Effective services should reduce the individual and societal consequences of SUD so that Individuals can return to functioning as productive and healthy members of society.

3.17.1.3. Applicable Rule: Chapter 5 of 2 CCR 502-1.

3.17.2. Target Population and Eligibility

3.17.2.1. Uninsured or underinsured Individuals with a substance use disorder, who meets medical necessity for the level of care as determined by ASAM or who are referred by a standardized offender assessment provided by the referring criminal justice Agency for those involved in the criminal justice system for that service and who ~~is~~ meets the contractual definition of indigent and for whom there is no insurance coverage for the service.

3.17.2.2. Priority admission for residential treatment by Agency should be given, regardless of payer sources in the following order:

3.17.2.2.1. Pregnant women who use drugs by injection

3.17.2.2.2. Pregnant women

3.17.2.2.3. Individuals who use drugs by injection

3.17.2.2.4. Individuals who are involuntarily committed in accordance with C.R.S. 27-81-112

3.17.2.3. Pregnant Individual Admission: Admission to residential care for pregnant Individuals shall take place within forty-eight (48) hours of first contact. If Agency lacks capacity to provide treatment services to the pregnant woman, Agency must refer the pregnant woman to Signal, who will work to match the pregnant woman with a treatment facility that has the capacity to treat the woman. If no treatment facility has the capacity to admit the pregnant woman, Agency must make available interim services in compliance with 2 CCR 502-1, 9.1.5.D until the woman is admitted into treatment.

3.17.3. Activities and Services

3.17.3.1. Agency shall provide evidence-based individual, group and family therapy, recovery skills development, case management, relapse prevention for Individuals experiencing a SUD or co-occurring mental health disorder.

3.17.3.2. Agency shall be enrolled with Medicaid and have contracts with multiple if not all RAEs to serve the Medicaid population.

3.17.3.3. Agency shall have a variable length of stay dictated by clinical need, but an average Length of Stay (LOS) of fourteen (14) days is anticipated.

3.17.3.4. Facilities with appropriate nursing staff shall coordinate care for Individuals who are currently receiving MAT to assure continuity of care with that Individual's community treatment provider. MAT/MOUD is an allowable expense under this Chapter.

3.17.3.5. Signal shall employ a retrospective quality review sampling process using ASAM criteria to assure only clinically necessary services are provided. Documentation that an Individual meets ASAM criteria for the level of care where the Individual is placed or in accordance with the standardized offender assessment provided by the referring criminal justice Agency for those involved in the criminal justice system, both at admission and throughout their stay shall be documented in the Individual's record no less than every 30 days. If an Agency is found to have instances and/or a pattern of non-adherence to criteria for admission, Signal may impose consequences on the provider including but not limited to pre-review, corrective actions, payment modifications, and termination of contracts.

3.17.4. Standards and Requirements

3.17.4.1. Pursuant to C.R.S. Title 27, Articles 80-82, all programs must maintain appropriate BHA treatment facility licenses. Agency shall be licensed as a Behavioral Health Entity (BHE) to provide SUD treatment services as specified in 2 CCR 502-1. Services may be delivered by agencies licensed by BHA for any of the following levels of care:

3.17.4.1.1. ASAM Level 3.1 (Clinically Managed Low-Intensity Residential Services)

3.17.4.1.2. ASAM Level 3.5 (Clinically Managed High-Intensity Residential Services)

3.17.4.1.3. ASAM Level 3.7 (Medically Monitored Intensive Inpatient Services)

3.17.4.2. Signal shall not pay room and board for hospital-based services.

3.17.4.3. Agency shall serve Individuals of all genders and gender identities. Services for pregnant and parenting women/individuals should be offered by a facility licensed and endorsed by BHA to provide Women's and Maternal Behavioral Health Treatment services in accordance with Chapter 9 of 2 CCR 502-1.

3.17.4.4. Residential treatment programs operate 24 hours a day, 7 days a week.

3.17.4.5. Clinical intervention hours should align with the facility license standards

3.17.4.6. Agency shall report each individual waiting for admission, in the BHA-approved bed tracking system, weekly at minimum although daily is expected.

3.17.4.6.1. Wait-time for this level of service may not exceed two (2) weeks.

3.17.4.7. Individuals discharging from residential care shall have an initial appointment for follow up care at a lower level of care within five (5) days of discharge.

3.17.4.8. At least, seventy percent (70%) of those patients shall have at least six (6) services

3.17.5. Licensing

3.17.5.1. SUD residential facilities must:

3.17.5.1.1. Maintain a BHA license as a Behavioral Health Entity

3.17.5.1.2. Have a Substance Use Disorder endorsement from BHA for ASAM 3.1, , 3.5, or 3.7 level of care

3.17.6. Reporting.

Items noted below are explained in further detail in Exhibit A: Reporting.

3.17.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.17.7. Payment

3.17.7.1. Except for Circle, this service is paid via fee-for-service (FFS) at the rates found Exhibit B: Funding.

3.17.7.2. Co-pays:

3.17.7.2.1. Agency may require non-Medicaid-covered Individuals to pay a daily co-pay of up to $10 per day. However, if an Agency elects to require an Individual's co-pay, it must follow the method described below.

Federal Poverty Level (FPL)	Daily Co-Pay
Up to 133%	No co-pay
134-200%	Up to $5/day
201-300%	Up to $10/day
Above 300%	N/A (Not eligible for BHA funding)

3.17.7.2.2. Agency must waive the co-pay for Individuals who meet the priority population criteria for involuntary commitments, pregnant women, women with dependent children, and injecting drug users, regardless of Federal Poverty Level (FPL).

3.17.7.2.3. Agency shall have a process to waive co-pays for all FPL levels, based on hardship or other circumstances.

3.17.7.2.4. Agency's co-pay schedule and waiver process must be submitted to Signal for approval.

3.17.7.2.5. All other client fees, including intake or admission fees, are prohibited.

Article 3.18: Mental Health Residential Services

3.18.1. Service Description and Objectives

3.18.1.1. The purpose of this Article is to provide residential treatment to Individuals with mental health disorders with the capability to provide levels of care such as an Assisted Living Residence or Mental Health Transitional Residence.

3.18.1.2. Signal shall assure availability of and pay for the cost of residential treatment services for Individuals receiving mental health treatment in their Region who are uninsured/underinsured and who require residential level of care. Residential treatment for mental health is intended to help Individuals decrease mental health symptoms in a structured environment while developing a community-based individual recovery plan that shall increase school or work functioning, and family functioning. Effective services should reduce the individual mental health symptoms so that Individuals can return to functioning as productive and healthy members of society.

3.18.1.3. Applicable Rule:

3.18.1.3.1. Part 2.26 of 2 CCR 502-1.

3.18.1.3.2. Chapter 5 of 2 CCR 502-1.

3.18.1.3.3. Chapter 6 of 2 CCR 502-1.

3.18.2. Target Population and Eligibility

3.18.2.1. Individuals with severe mental illnesses who require a 24-hour care setting to provide stabilization services.

3.18.3. Activities and Services

3.18.3.1. Agency shall provide evidence-based individual, group and family therapy, recovery skills development, and case management for Individuals experiencing a mental health disorder.

3.18.3.2. Agency shall be enrolled with Medicaid and have contracts with multiple if not all RAEs to serve the Medicaid population.

3.18.3.3. Agency shall have a variable length of stay dictated by clinical need.

3.18.4. Standards and Requirements

3.18.4.1. Agency shall be capable of serving Individuals and providing gender- and culturally-inclusive care.

3.18.4.2. Residential treatment programs operate 24 hours a day, 7 days a week.

3.18.4.3. Agency should post on its website the days of the week when admissions shall occur.

3.18.4.4. Clinical intervention hours should align with the facility license standards.

3.18.4.5. Agency shall serve Colorado residents referred by Signal to provide services to Colorado residents meeting clinical and financial eligibility.

3.18.4.6. Agency shall report each individual waiting for admission, on the BHA-approved bed tracking system, weekly at minimum, although daily is expected.

3.18.4.6.1. Wait-time for this level of service may not exceed two (2) weeks.

3.18.5. Licensing

3.18.5.1. Agency shall be licensed as either:

3.18.5.1.1. CDPHE as an Assisted Living Facility;

3.18.5.1.2. CDPHE as a Mental Health Transitional Living Facility.

3.18.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.18.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.18.7. Payment

3.18.7.1. This service may use a capacity budget or FFS protocol for payment, as indicated in this Agreement.

3.18.7.1.1. If capacity, then this service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

3.18.7.1.2. If FFS, then see rates set forth at Exhibit B: Funding.

Article 3.19: Youth Substance Use Disorder Residential Services

3.19.1. Service Description and Objectives

3.19.1.1. The purpose of youth SUD residential services is to provide access to evidence-based treatment for behavioral health services, including SUD residential treatment beds for youth, as well as ensuring both mental health and SUD treatment services are available for children, youth and their families.

3.19.1.2. Youth behavioral health residential services shall be performed in accordance with Chapter 2, Chapter 5, and Chapter 8 of 2 CCR 502-1 Behavioral Health Rules.

3.19.2. Target Population

3.19.2.1. Agency shall serve youth with SUD, ensuring that young people can access the SUD treatment they need and do not need to be sent out of state for residential treatment.

3.19.2.2. Agency shall serve youth with a co-occurring SUD and mental health condition.

3.19.3. Activities and Services

3.19.3.1. Agency shall provide evidence-based individual, group and family therapy, MAT, recovery skills development, case management, relapse prevention and emotional coping strategies for children and youth experiencing a SUD or co-occurring SUD and mental health disorder.

3.19.3.2. Agency shall have a variable length of stay dictated by clinical need.

3.19.4. Standards and Requirements

3.19.4.1. Agency shall offer ASAM 3.5 or 3.7.

3.19.4.2. Youth SUD Residential programs in any Signal region must be available to anyone in Colorado.

3.19.5. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.19.5 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.19.6. Payment

3.19.6.1. This service is paid using the capacity budget reimbursement model or fee for services as noted in Exhibit B. Agency shall report all revenue from other sources that supports these services.

Article 3.20: Special Connections

3.20.1. Program Description and Objectives

3.20.1.1. The goal of the Special Connections Program is to provide women's gender-specific substance use and co-occurring treatment for pregnant and postpartum individuals, alongside their infants and young children, order to maximize the chance of positive maternal and child health outcomes, to prevent child maltreatment, and to effectively meet the treatment needs of perinatal women.

3.20.1.2. Special Connections Programs for substance use disorder treatment shall be performed in accordance with Chapter, 2, Chapter 5, and Chapter 9 of 2 CCR 502-1, and 45 CFR § 96.120 through 96.137.

3.20.1.3. For Special Connections provider eligibility and Medicaid reimbursable services, see HCPF Rule 10 CCR 2505-10 8.745.

3.20.2. Target Population

3.20.2.1. Agency shall serve all perinatal individuals who request treatment from, and meet ASAM criteria, for Special Connections programming , including Individuals who may be:

3.20.2.1.1. Medicaid eligible,

3.20.2.1.2. Uninsured and/or underinsured, and

3.20.2.1.3. Individuals under three hundred percent (300%) of the Federal Poverty Line.

3.20.2.2. Agency shall determine Individual eligibility for Special Connections by ensuring:

3.20.2.2.1. Prospective Individuals referred to the Special Connections program are assessed for appropriate level of care using ASAM.

3.20.2.2.2. Individuals enrolled in the Special Connections program are pregnant at admission or no more than one year postpartum.

3.20.2.2.3. Individuals enrolled in the Special Connections program are participating in the program voluntarily (unless court-ordered or an Involuntary Commitment client) and if pregnant, are willing to receive prenatal care during the pregnancy.

3.20.2.3. Agency shall serve Individuals with a co-occurring SUD and mental health condition.

3.20.3. Activities and Services

3.20.3.1. In order to respond to the specific needs of perinatal individuals seeking Special Connections treatment, Agency shallprovide or arrange for the provision of the following services:

3.20.3.1.1. Primary medical care, including prenatal/postpartum care, for women who are receiving substance use treatment services.

3.20.3.1.2. Childcare while the women are engaging in therapeutic and/or medical care services.

3.20.3.1.3. Primary pediatric care for the women's children, including immunizations.

3.20.3.2. Gender-specific substance use treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

3.20.3.3. Therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

3.20.3.4. Sufficient case management and transportation services to ensure that the women and their children have access to the services provided.

3.20.3.5. Provide Women's Gender-specific and evidence-based substance use disorder treatment including individual, group and family therapy, recovery skills development, medication-assisted treatment, peer support, case management/care coordination, relapse prevention and emotional coping strategies.

3.20.3.5.1. Therapeutic interventions for children in custody of the women in treatment may address, among other things:

3.20.3.5.1.1. Children's development needs and presenting concerns, including, but not limited to infant and early childhood mental health assessments and interventions that strengthen the parent-child relationship and mitigate the impacts of trauma.

3.20.3.5.1.2. Agency shall provide additional therapeutic interventions that may address women's issues of relationships, body image, sexual abuse, physical abuse, and parenting.

3.20.3.5.1.3. Agency shall assess Individuals for perinatal mood and anxiety disorders and coordinate treatment, as necessary. Agency shall provide health education groups that are didactic in nature and cover such topics as prevention of communicable diseases, child development, parenting skills, reproductive healthcare, healthy relationships, and other health concerns.

3.20.4. Standards and Requirements

3.20.4.1. Services shall be provided in an environment that emphasizes physical and emotional safety, where safety of the mother/child dyad takes precedence over all other considerations in treatment.

3.20.4.2. Families are treated as a unit, with the Individual's self-identified family included in treatment wherever possible and not contraindicated.

3.20.4.3. Treatment is provided in a women-only therapeutic environment.

3.20.4.4. Program services shall address trauma issues currently manifesting in the Individual's life, either through direct service provision or by referral.

3.20.4.5. Naloxone is dispensed to pregnant or postpartum Individuals at intake and discharge and is paired with education about how to use it.

3.20.4.6. Priority admission to treatment must be given to all pregnant Individuals who contact or are referred to the Special Connections Program , per priority population admission requirements as outlined in 45 CFR §96.131. Admission to the Special Connections program must take place within 48 hours of first contact. In the event that a Special Connections provider has insufficient capacity to provide treatment services within 48 hours of first contact to any pregnant woman who seeks Special Connections services of Agency, Agency shall:

3.20.4.7. Notify Signal's Care Coordination team for assistance with admission and treatment.

3.20.4.7.1. Maintain a continually updated system to identify treatment capacity and match pregnant women with a facility that has capacity, including treatment facilities outside of Signal's region.

3.20.4.7.2. After making every attempt to facilitate the Individual's entry to a Special Connections or other comparable treatment program, if no facility has capacity to admit the pregnant woman within 48 hours, Agency must make available interim services in compliance with 2 CCR 502-1, 9.1.5.D and 45 CFR 96.131(d) until the woman is admitted into treatment.

3.20.4.7.2.1. Interim services include the following, at minimum:

3.20.4.7.2.1.1. Referral for prenatal/postpartum care;

3.20.4.7.2.1.2. Information on the effects of alcohol and drug use on the fetus and perinatal individual;

3.20.4.7.2.1.3. Daily phone contact with the individual for those seeking residential care; and,

3.20.4.7.2.1.4. Education regarding the transmission and prevention of communicable diseases such as HIV/AIDS, Tuberculosis, Syphilis, and Hepatitis A, B and C.

3.20.4.8. Referrals shall be accepted from community members and community agencies and systems having regular contact with pregnant Individuals, as well as self-referrals from the Individuals themselves.

3.20.4.9. Agency shall be enrolled with Medicaid and have contracts with multiple if not all RAEs to serve the Medicaid population.

3.20.4.10. Agency shall assure continuity of care for each Individual across all involved Network providers through the entire course of treatment. This shall be accomplished by

providing case management services which include service planning and utilization review, referral, and establishing linkages with other community resources.

3.20.4.11. Every effort shall be made to admit and retain eligible pregnant and parenting women in treatment. If a pregnant or postpartum woman is not able to enter or remain in treatment due to clinical or other issues, the participating Agency must make every effort to coordinate admission in the most appropriate treatment setting The participating Agency may not discharge program participants solely for failure to abstain from substance use.

3.20.4.12. Agency shall:

3.20.4.12.1. Collaborate on Signal's Outreach campaign for women-specific services to raise awareness and utilization of Women's Treatment Services.

3.20.4.12.2. Attend bi-annual Special Connections provider meetings, facilitated by the BHA and HCPF

3.20.4.13. Levels of Care:

3.20.4.13.1. ASAM Level 3.1, clinically managed low-intensity residential services

3.20.4.13.2. ASAM Level 3.5, clinically managed high intensity residential treatment

3.20.4.13.3. ASAM Level 3.7, medically managed high intensity residential treatment

3.20.4.13.4. These levels of care may be combined with Medicaid approved MAT that is reimbursed outside of the Special Connections program.

3.20.5. Licensing

3.20.5.1. Provider agencies must have a BHE license for SUD treatment, with endorsements for residential and/or outpatient levels of care and Women's and Maternal Behavioral Health modalities. Practitioners and counselors must have Certified Addiction Technician (CAT), Certified Addiction Specialist (CAS) or Licensed Addiction Counselor (LAC) certification and training/experience in providing women-specific services to individuals who are pregnant and parenting.

3.20.6. Reporting.

Items noted below are explained in further detail in Exhibit A: Reporting.

3.20.6 Deliverable Summary
The following items should be delivered: • CoBHRM recordsPregnancy/Postpartum Risk Assessment through CoBHRM model • Infant information through CoBHRM model as appropriate • Encounters
Due Date: 10th day of the month following service.

3.20.7. Payment

3.20.7.1. Medicaid Services:

3.20.7.1.1. Payment of Medicaid funds for approved services for eligible pregnant and postpartum Individuals shall be billed electronically as required by the Department of Health Care Policy and Financing and following the guidance found in the Uniform Standards Coding Standards Manual, (including codes, modifiers, and service units), which may be via submission to the Individual's Regional Accountable Entity (RAE).

3.20.7.1.2. Medicaid rates for treatment are negotiated between Agency and the Regional Accountable Entity (RAE) with whom they are contracting.

3.20.7.1.3. Services as of date of execution of this Agreement are defined in and subject to changes per Health Care Policy and Financing's Uniform Service Coding Standards Manual.

3.20.7.2. Signal-Funded Services:

3.20.7.2.1. Agency must bill Signal for room and board per Signal's regular procedures.

3.20.7.2.2. Signal will fund Special Connections residential treatment when an Individual is uninsured/underinsured.

3.20.7.2.3. Signal may fund Special Connections residential treatment when an Individual's Medicaid Special Connections eligibility expires, but the Individual is determined to have clinical need to continue in the same enhanced treatment program.

3.20.7.3. This service is paid via the FFS rates found in Exhibit B, Funding.

Article 3.21: Community Based Circle Program

3.21.1. Service Description and Objectives

3.21.1.1. The purpose of this service is to provide comprehensive residential treatment to Individuals with co-occurring substance use and mental health disorders with the capability to provide ASAM 3.7 level of care facility, and optionally, lower levels of care.

3.21.1.2. A residential treatment unit's primary function is to stabilize Individuals to a point where a less restrictive level of care is appropriate to provide the balance of needed treatment.

3.21.1.3. Applicable Rule: Chapter 5 of 2 CCR 502-1.

3.21.2. Target Population

3.21.2.1. Community-Based Circle Programs shall serve Individuals with co-occurring substance use and mental health disorders and meet the ASAM criteria for admission within an ASAM 3.7 level of care, optionally lower levels of residential care if offered by Agency.

3.21.2.2. Agency shall follow priority admission requirements in this order:

3.21.2.2.1. Individuals who use intravenous drugs and are pregnant,

3.21.2.2.2. Individuals who are pregnant,

3.21.2.2.3. Individuals who use intravenous drugs,

3.21.2.2.4. Women with dependent children, and

3.21.2.2.5. Individuals involuntarily committed through the BHA's SUD Involuntary Commitment rules, Chapter 7 of 2 CCR 502-1.

3.21.3. Activities and Services

3.21.3.1. Signal shall work with Agency to operate an ASAM 3.7 residential treatment program which may include 3.7WM and 3.5 level of care within its region that provides comprehensive services to adults with co-occurring substance use and mental health disorders.

3.21.3.1.1. Psychiatric services including medication management, and where appropriate, medication assisted treatment for SUDs are required components of care for Individuals served at this program.

3.21.3.2. Agency shall provide case management and coordination with referral systems to support continuation of care for Individuals upon return to their home communities.

3.21.3.3. Agency must be capable of and approved to prescribe buprenorphine for opioid use disorders or have relationships with other providers who can.

3.21.4. Standards and Requirements

3.21.4.1. The Circle Program shall be open 24 hours a day, 365/366 days per year.

3.21.4.2. Agency's Circle Program will have at least 16 beds.

3.21.4.3. Agency will maintain an average monthly occupancy rate of 90%.

3.21.4.4. Individuals are expected to receive continuation services within seven (7) days of discharge from this program. The transition plan should include prescribed medications to be maintained by a receiving continuing care provider.

3.21.5. Licensing

3.21.5.1. Agency shall be licensed as a Behavioral Health Entity (BHE) with an endorsement for ASAM Level 3.7 Substance Use Disorder Service

3.21.5.2. Medical and behavioral health staff must be appropriately licensed by DORA.

3.21.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.21.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.21.7. Payment

3.21.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.22: Room and Board at Qualified Residential Treatment Programs for Children and Youth

3.22.1. Service Description and Objectives

3.22.1.1. These funds will allow for children and youth eligible for Medicaid to have their room and board paid for by the Behavioral Health Administration (BHA).

3.22.1.2. The Division of Child Welfare- Provider Services Unit (PSU), provides regulatory oversight by enforcing Volume 7 regulations and related statutes.

3.22.1.3. Voluntary Placement Agreement. A voluntary agreement between a parent(s)/guardian(s) and a county department of human or social services (DHS) that allows DHS to provide placement and care of a child/youth for up to 90 days while the parent or guardian retains custody and legal authority. Youth receiving services in a QRTP under a VPA are only eligible for room and board funding if QRTP services are authorized through the RAE or HCPF and DHS is not responsible for paying room and board costs

3.22.2. Target Population

3.22.2.1. Children and youth under the age of twenty-one (21) who are eligible for Medicaid entering a Qualified Residential Treatment Program for medically necessary services and are not in the legal custody of a county child welfare Agency or Division of Youth Services.

3.22.3. Activities and Services

3.22.3.1. Based on available funding:

3.22.3.1.1. If a child or youth temporarily leaves Agency, Signal shall pay room and board costs for up to two (2) calendar days to hold the bed.

3.22.3.1.2. If Agency requests to hold the bed past two (2) calendar days, Signal shall request an extension from BHA to pay for additional room and board costs to hold the bed. The following information must be included in the request

3.22.3.1.2.1. Youth's name and Medicaid Number,

3.22.3.1.2.2. Facility Name,

3.22.3.1.2.3. Date of request,

3.22.3.1.2.4. Date bed hold began,

3.22.3.1.2.5. End date for bed hold

3.22.3.1.2.6. A maximum of fourteen (14) calendar days will be approved unless there are extenuating circumstances justifying the request for continued funding, AND

3.22.3.1.2.7. Reason for bed hold request and justification for why the number of days requested is required to support the youth's treatment

3.22.3.1.3. Once a youth no longer meets medical necessity for QRTP level of care, Signal shall continue paying room and board costs for up to five (5) calendar days if needed to support the youth's transition from a QRTP level of care. If the fifth calendar day

falls on a weekend or holiday, Signal shall continue paying room and board costs until the next business day.

3.22.3.1.3.1. If the QRTP requests to extend room and board funding past five (5) calendar days, Signal shall request an extension from BHA to pay for additional room and board costs to support the youth's transition from a QRTP level of care. BHA will respond to the request by the end of the next business day, and all extensions must be approved by BHA. The following information must be included in the request:

3.22.3.1.3.1.1. Youth's name and Medicaid/CHP+ Number

3.22.3.1.3.1.2. Facility Name

3.22.3.1.3.1.3. Date of Request

3.22.3.1.3.1.4. First non-covered day by Medicaid

3.22.3.1.3.1.5. End date of requested funding

3.22.3.1.3.1.5.1. A maximum of fourteen (14) calendar days will be approved unless there are extenuating circumstances justifying the request for continued funding.

3.22.3.1.3.1.6. Reason additional funding is requested and justification for why the number of days requested is required to support the youth's transition.

3.22.3.1.3.1.7. Plan to transition the youth from QRTP

3.22.3.1.3.2. If any of the following parties request a meeting to discuss a room and board extension request, Signal shall work with the QRTP provider to convene and facilitate a staffing meeting. The following parties, if relevant to the case, shall be included in the staffing:

3.22.3.1.3.2.1. Youth

3.22.3.1.3.2.2. Youth's parent(s) or primary caregiver(s)

3.22.3.1.3.2.3. QRTP provider

3.22.3.1.3.2.4. BHA

3.22.3.1.3.2.5. RAE (for RAE-authorized admissions)

3.22.3.1.3.2.6. HCPF

3.22.3.1.3.2.7. BHA Vendor for Momentum and Transition

3.22.3.1.3.2.8. A county Department of Human or Social Services (if working with the family)

3.22.3.1.3.2.9. Signal

3.22.3.1.3.3. Signal is not responsible for creating the transition plan or supporting the transition of the youth from QRTP.

3.22.4. Licensing

3.22.4.1. Qualified Residential Treatment Programs shall have a childcare license with a QRTP service type issued by CDHS/PSU

3.22.4.2. Qualified Residential Treatment Programs shall be enrolled in Health First Colorado as a QRTP (provider type 68) with HCPF.

3.22.4.3. Qualified Residential Treatment Programs shall be contracted with and credentialed by the RAE when the RAE is responsible for authorizing and reimbursing QRTP services under the capitated behavioral health benefit.
3.22.4.4. When HCPF authorizes clinical treatment, Signal will ask the QRTP to attest that the youth has received an Independent Assessment and QRTP level of care is recommended.
3.22.4.5. When clinical treatment is authorized by the RAE, Signal will ask the QRTP for proof that the RAE authorized QRTP services.

3.22.5. Payment

3.22.5.1. This service is paid via FFS using the rates listed in Exhibit B: Funding.

Article 3.23: Mental Health and Substance Use Disorder Recovery Supports

3.23.1. Program Description and Objectives

3.23.1.1. Mental Health and Substance Use Disorder Recovery Supports services include a variety of recovery-focused services and supports for Individuals with a behavioral health disorder and/or who are in recovery from a behavioral health disorder.
3.23.1.2. Mental Health and Substance Use Disorder Recovery Supports services may be rendered by certified Peer Support Professionals.
3.23.1.3. Mental Health and Substance Use Disorder Recovery Supports services must include engaging Individuals in peer-to-peer relationships that support healing, personal growth, life skills development, self-care, and crisis strategy development to help achieve recovery, wellness, and life goals.

3.23.2. Target Population

3.23.2.1. Agency shall provide services for people in recovery, their family, friends, and recovery allies.
3.23.2.2. Mental health and substance use disorder recovery supports shall be performed pursuant to Chapter 3 of 2 CCR 502-1.

3.23.3. Activities and Services

3.23.3.1. Allowable programs for Individuals under this Article to help achieve recovery include:
3.23.3.1.1. Peer support professional-run drop-in centers,
3.23.3.1.2. Recovery and wellness centers,
3.23.3.1.3. Employment services,
3.23.3.1.4. Prevention and early intervention activities,
3.23.3.1.5. Peer support professional mentoring for children and youth,
3.23.3.1.6. Warm line, as defined in Chapter 1 of 2 CCR 502-1,
3.23.3.1.7. Advocacy services,
3.23.3.1.8. Recovery coaching,

3.23.3.1.9. Peer support professional-led support groups,
3.23.3.1.10. Navigation of community resources,
3.23.3.1.11. Community events,
3.23.3.1.12. Recovery-oriented pro-social activities,
3.23.3.1.13. Recovery planning services, and
3.23.3.1.14. Other activities supporting the recovery experience of an Individual.
3.23.3.2. A peer support professional may provide services in a variety of settings, if permitted access, that may include but are not limited to:
3.23.3.2.1. Court-affiliated settings, such as the Department of Corrections, county jails, or community correctional placements,
3.23.3.2.2. Physical health settings, such as primary care physician offices,
3.23.3.2.3. Emergency departments,
3.23.3.2.4. Audio-visual or audio-only telehealth,
3.23.3.2.5. Agencies serving Individuals who are unhoused,
3.23.3.2.6. Peer respite homes,
3.23.3.2.7. School-based health centers,
3.23.3.2.8. Home and community-based settings, and
3.23.3.2.9. Brick and mortar recovery community organizations, including faith-based organizations.
3.23.3.3. Signal will offer peer navigator(s) for Individuals entering the Involuntary Commitment (IC) program, after the Individual's designated court date and throughout the IC, e.g., Withdrawal Management, residential, and outpatient treatment.
3.23.3.4. Signal shall offer peer navigator(s) for pregnant or parenting Individuals upon arrival on a treatment facility bed waitlist as a guide through early stages of the recovery process. Signal shall ensure Individuals who are discharged from the treatment facility, for any reason, are offered a connection with a peer navigator for assistance connecting with physical health, behavioral health and social supports outside of the residential setting for themselves and their children.
3.23.3.5. Peer navigators for pregnant Individuals and parenting women shall coordinate with the Tough as a Mother campaign to offer Individuals information for the weekly support group, Tougher Together.
3.23.3.6. Activities that are outside of the scope of a peer support professional included, but are not limited to:
3.23.3.6.1. Performing clinical/diagnostic assessments, service planning, or treatment, and
3.23.3.6.2. Drug and/or alcohol testing, monitoring, and/or collection of toxicology samples.

3.23.4. Standards and Requirements

3.23.4.1. Peer support professionals must be supervised on at least a monthly basis for at least an hour by a licensee in good standing with their credentialing body and/or an experienced

peer support professional who meets the criteria set forth in Part 3.3 of 2 CCR 502-1. Supervisors shall document supervision date, time, duration, and topics discussed.

3.23.4.2. Supervisors of peer support professionals must demonstrate upon request from BHA or Signal that they have received training in:

3.23.4.2.1. The provision of peer support services

3.23.4.2.2. The supervision of peer support professionals

3.23.4.2.3. The role of peer support professionals

3.23.4.3. Supervision of a peer support professional may include co-reflective supervision strategies in which supervisors and supervisees engage in a relationship of mutual learning.

3.23.4.4. Peer support professionals with a certification credential must be in good standing with their certifying body, including compliance with the certifying body's code of ethics.

3.23.5. Staff Credential Requirements

3.23.5.1. Peer support professionals providing peer recovery support services must hold a professional peer support certification credential or have successfully completed formal training that covers all content areas outlined in "Core Competencies for Peer Workers in Behavioral Health Services - 2018" (December 13, 2018), established by United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), which is incorporated herein by reference and does not include any later amendments or editions.

3.23.5.2. Training or proof of certification must be documented in personnel files.

3.23.5.3. For peer support professionals with a certification credential, the certification credential must include the following requirements:

3.23.5.3.1. At least sixty (60) hours of training, including training covering all content areas in "core competencies for peer workers in behavioral health services – 2018" established by United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), incorporated by reference in subsection A, above.

3.23.5.3.2. At least five hundred (500) hours of experience as a peer support professional.

3.23.5.3.3. Passing a certification exam.

3.23.6. Payment

3.23.6.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.24: Recovery Community Organizations

Removed see Article 3.23.

Article 3.25: Recovery Residences

3.25.1. Service Description and Objectives

3.25.1.1. The purpose of recovery residences is to provide housing stability for individuals in recovery from a substance use disorder who are temporarily unable to afford the costs associated with living in a recovery residence.

3.25.1.2. Recovery Residences shall be certified by the recovery residence certifying body pursuant to Sections 25-1.5-108.5(4), C.R.S. and 27-80-122(4), C.R.S. and endorsed pursuant to Chapter 3 of 2 CCR 502-1 as applicable.

3.25.2. Activities and Services

3.25.2.1. Agency shall be Oxford House chartered or appropriately-certified recovery residences.

3.25.2.1.1. Agency must have a written policy for Individual financial need and scholarship process approved by Signal

3.25.2.1.2. Signal may adjust the process at which recovery support assistance is offered to an individual with a 30-day notice.

3.25.2.2. Agency shall teach residents the evidence-based standards for operations of recovery residences to effectively operate the houses throughout the state.

3.25.2.3. These funds are intended to support costs at recovery residences that fit within the NARR definitions for level 1 (peer run), level 2 (monitored) or in some cases, level 3 (supervised), or level 4 (service provider). Oxford Houses meet the definition of NARR level 1.

3.25.3. Payment

3.25.3.1. This service is paid via the FFS rates found in Exhibit B

3.25.3.2. Signal shall only pay for a recovery residence that is either a charted Oxford House or an appropriately certified recovery residence.

3.25.3.3. Client information and Recovery Residence support is tracked in Unity data system by the 5th following the month of support

Article 3.26: Individual Placement and Support

3.26.1. Service Description and Objectives

3.26.1.1. The purpose of IPS is to increase competitive employment for individuals diagnosed with Serious Mental Illness (SMI) and/or co-occurring SMI and Substance Use Disorder (SUD) and to assist those individuals to live successfully in their communities.

3.26.2. Target Population

3.26.2.1. The IPS program shall target adults and may include transition-age youth (ages 15-26), with SMI who are in need of intensive support obtaining and/or maintaining competitive employment.

3.26.3. Activities and Services

3.26.3.1. Agency shall establish and maintain an evidence-based supported employment program based on the Individual Placement and Support (IPS) model described below.

3.26.3.2. Agency shall ensure IPS staff members whose salaries are reimbursed under this Agreement shall be experienced in helping individuals with SMI and/or co-occurring SMI and SUD obtain and maintain competitive employment. Minimum education of bachelor's degree is required for Medicaid billing.

3.26.3.3. Agency shall operate the IPS teams according to the following evidence-based practice principles of IPS:

3.26.3.3.1. Focus on competitive employment: agencies providing IPS services are committed to competitive employment as an attainable goal for individuals with SMI and or co-occurring SMI and SUD who are seeking employment.

3.26.3.3.2. Eligibility based on individual choice: Individuals are not excluded on the basis of job readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, level of disability, or legal system involvement.

3.26.3.3.3. Integration of rehabilitation and mental health services: IPS programs are closely integrated into multidisciplinary behavioral health treatment teams.

3.26.3.3.4. Attention to individual preferences: services are based on individuals' preferences and choices, rather than providers' judgments.

3.26.3.3.5. Personalized benefits counseling: employment specialists help individuals obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements. Referrals are made to certified benefits planners with WIP-C, CWIC, and CPWIC credentials.

3.26.3.3.6. Rapid job search: IPS programs use a rapid job search approach to help individuals obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling. Rapid job search means that activities start within 30 days pf program intake.

3.26.3.3.7. Systematic job development: employment specialists build an employer network based on individuals' interests, developing relationships with local employers by making systematic contacts.

3.26.3.3.8. Time-unlimited and individualized support: follow-along supports are individualized and continued for as long as the individual wants and needs the support.

3.26.3.4. BHA shall coordinate with the Department of Labor and Employment, Division of Vocational Rehabilitation (DVR) to assist IPS Individuals who need DVR services and support as needed.

3.26.3.5. BHA shall facilitate quarterly IPS program meetings, and a conference call option shall be provided. Agency shall have provider representation at each of those meetings.

3.26.3.6. Provider shall notify Signal immediately if any IPS program stops providing services or has loss of staffing impacting capacity.

3.26.4. Standards and Requirements

3.26.4.1. In collaboration with Agency, BHA shall provide technical assistance and shall provide or coordinate with the DVR or Signal to provide virtual and site-based training to the IPS program until good fidelity is obtained. This training and technical assistance shall be provided to IPS supervisors, employment specialists, clinicians, administrators, and DVR staff who interact directly with the IPS program.

3.26.4.2. Signal and BHA shall coordinate to schedule fidelity reviews with Agency. BHA then completes the fidelity reviews using the IPS supported employment fidelity scale.

3.26.4.3. Good fidelity on the IPS fidelity scale is defined as an average item score between 4 and 4.4 (for a total minimum score of 100), and good fidelity shall be the minimum expectation for IPS programs.

3.26.4.4. The following fidelity review timeframes and scores are:

3.26.4.4.1. 6 Month (Participation in Mandatory TA; not necessarily fully Fidelity Review)

3.26.4.4.1.1. Not Supported Employment Fidelity Level (Rating 73 and below)

3.26.4.4.2. 8-12 Months (full Fidelity Review)

3.26.4.4.2.1. Fair Fidelity Level (Rating 74-99)

3.26.4.4.2.2. Good Fidelity Level (Rating 100-114)

3.26.4.4.3. 12-18 Months (full Fidelity Review)

3.26.4.4.3.1. Exemplary Fidelity Level (Rating 115-125)

3.26.4.5. Programs that do not maintain good fidelity to the IPS model shall ensure adequate staff training, technical assistance, and program development to attain good fidelity before their next annual review. Agency shall coordinate with BHA to schedule and implement training and TA support for IPS supervisors, employment specialists, clinicians, administrators, and DVR staff who interact directly with the IPS program.

3.26.4.6. Agency shall provide IPS services during standard business hours, Monday-Friday, 8:00am-5:00pm.

3.26.4.7. Agency shall continually work toward attaining an annual mean of forty-five percent (45%) employment rate for individuals who have been served by their IPS program.

3.26.4.8. Agency shall provide the mean employment rate for Individuals served by their IPS program during annual fidelity reviews with BHA.

3.26.4.9. Agency shall continually work toward attaining good fidelity on the IPS fidelity scale, defined as an average item score between 4 and 4.4 (for a total minimum score of 100).

3.26.5. Staff Credentials and Training

3.26.5.1. Agency shall require individuals providing IPS services to have a bachelor's degree.

3.26.6. Reporting. Items noted below are explained in further detail in reporting guides provided by BHASO.

3.26.6 Deliverable Summary

Agency shall submit IPS data using the International IPS Employment Center online reporting portal. Agency shall ensure IPS is noted on CoBHRM record for those engaged in services http://reporting.ipsworks.org (State's secure portal.)
Due Date: Quarterly, on the 15th day of each month following the reported quarter.

3.26.7. Payment

3.26.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.27: Recovery Coach Doula

Removed.

Article 3.28: Outreach, Education, and Engagement Requirements

3.28.1. Description and Objectives

3.28.1.1. Outreach, Education, and Engagement Services are provided by an Agency that have identified target populations and service needs in the area Agency serves that require higher levels of active engagement by Agency to produce positive behavioral health outcomes.

3.28.2. Target Populations

3.28.2.1. Outreach, Education, and Engagement activities may be provided to any population.

3.28.3. Standards and Requirements

3.28.3.1. Agency must engage in outreach, education, and engagement services according to the BHASO strategic plan.

3.28.4. Payment

3.28.4.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.29: School Based Mental Health Specialist

3.29.1. Description and Objectives

3.29.1.1. The goal of the School-Based Mental Health Specialist (SBMHS) program is to provide high-quality behavioral health outreach, linkage, consultation, and collaboration between Agency and school districts. The SBMHS can work broadly on systemic issues within schools and school districts that offer essential support for addressing educator efficacy

and reduce burnout, mental health wellness for youth and, provide resources to manage suicide risk and coordinate care for at-risk youth. as well as work closely with internal and external stakeholders.

3.29.2. Target Population

3.29.2.1. The SBMHS program targets school-aged children and adolescents within Agency's Region.

3.29.3. Activities and Services

3.29.3.1. The SBMHS will provide consultation, training, and support to enhance the multi-tiered systems of mental health support (MTSS) framework. MTSS is a comprehensive framework that integrates academic, social, emotional, and behavioral needs to support all student's mental health along a continuum of services. This service provides school personnel with training, consultation, and implementation planning to promote mental health and well-being for school aged children and adolescents across Signal region.

3.29.3.1.1. The SBMHS shall identify schools who are seeking intensive training and technical assistance regarding cultural and procedural change to increase the school's nurturing environment, increase mental health wellness, increase school safety, and increase academic achievement.

3.29.3.1.2. Agency shall develop a Memorandum of Understanding (MOU) with each school district with whom the SBMHS will provide consultative services. Within the MOU, Agency shall include an agreement to follow-up and to cooperate in all program evaluation activities, including the collection of data relevant to measuring achievement of the program through the completion of the Quarterly Retrospective Report.

3.29.3.1.3. Based on need, the SBMHS will provide direct guidance to schools through implementing specific interventions, as determined by BHA.

3.29.3.1.4. Use the MTSS framework to partner with school personnel to enhance mental health prevention, education, and consultation support.

3.29.3.1.5. Complete needs assessments to identify opportunities in programming and to determine school-based interventions to meet the identified area of need.

3.29.3.1.6. Provide training, assistance, and consultation to schools to assist with implementation of mental health initiatives based on data from needs assessment and MTSS framework.

3.29.3.1.7. Provide consultation and support to schools and districts around the School Based Mental Health Consultation Tiered Resource Guide determined by BHA.

3.29.3.1.8. Train school staff on mental health interventions.

3.29.3.1.9. Provide consultation as needed and refer to community resources as appropriate.

3.29.3.1.10. Coordinate the delivery of mental health trainings and train school staff to deliver these training on an ongoing basis.

3.29.3.1.11. Complete all required reporting and documentation

3.29.3.2. SBMHS and SBMHS Supervisors shall attend a quarterly meeting facilitated by the BHA. The purpose of this meeting is to discuss administration of the program, raise and troubleshoot agency-level challenges or questions about the MTSS model, and to provide a space for cross-learning.

3.29.4. Standards and Requirements

3.29.4.1. Agency may choose to dedicate no more than two (2) staff in place of one (1) FTE. The FTEs shall act as direct liaisons between schools, school districts, school-based health centers, and Signal region.

3.29.4.2. Agency shall notify Signal of the SBMHS staff's name, contact information, and professional degree. Any staff changes shall be reported by Agency to Signal within ten (10) business days. Signal will provide BHA notice of the SBMHS staff upon written request by BHA, within ten (10) business days.

3.29.4.3. The SBMHS shall not provide direct clinical services under this program and will provide a referral for direct clinical services that fall outside the scope of work.

3.29.4.4. Agency shall not bill Medicaid or any other funding for FTE reimbursed by Signal for SBMHS.

3.29.4.5. Agency shall provide SBMHS throughout the calendar year.

3.29.4.5.1. During school months Agency shall provide SBMHS and shall:

3.29.4.5.1.1. Require the SBMHS and SBMHS Supervisors attend monthly supervision meetings facilitated by the BHA (with participation from Signal).

3.29.4.5.1.2. Ensure SBMHS supervisors attend a quarterly supervisors meeting.

3.29.4.5.2. During summer months the SBMHS shall:

3.29.4.5.2.1. Provide consultative services to schools who operate on a full calendar year,

3.29.4.5.2.2. Ensure the SBMHS attends monthly supervision meetings facilitated by Signal to prepare deliverables for the upcoming school year, and

3.29.4.5.2.3. Ensure SBMHS supervisors attend a quarterly supervisors meeting.

3.29.5. Staff Credentials and Training

3.29.5.1. The SBMHS shall have:

3.29.5.1.1. At least a Bachelor's degree but preferably a Master's degree in psychology, social work, counseling, school counseling or related field.

3.29.5.1.2. A minimum of one year of experience in a school setting.

3.29.5.1.3. A non-licensed SBMHS is required to be supervised by a licensed clinician.

3.29.5.2. The SBMHS will participate in all training offered through BHA to obtain the knowledge and skills necessary to provide support, training, and consultation.

3.29.5.3. The SBMHS will provide services and support to the district or school(s) at least one (1) time per week through the school calendar year.

3.29.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.29.6 Deliverable Summary
• Agency shall provide a goal of schools to be served, a list of the schools to be served and MOUs with the schools
August 15, 2026

3.29.6.1. Quarterly Deliverables Report:

3.29.6.2 Deliverable Summary
SBMHS Quarterly Retrospective Report in the template provided by BHASO. •
Due Date: 10th day of the month following the end of the quarter.

3.29.7. Payment

3.29.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.30: Screening, Assessment, and Diagnosis

3.30.1. Service Description and Objectives

3.30.1.1. Agency shall complete screening, assessment(s), and diagnosis that focuses on person-centered care, which must be completed by a licensed or license-eligible behavioral health clinician and reviewed and approved by a licensed behavioral health clinician.

3.30.1.2. Screening, Assessment, and Diagnosis shall be performed in accordance with Chapter 2, Part 12 of 2 CCR 502-1.

3.30.2. Target Population

3.30.2.1. Screening tools and approaches shall be culturally- and linguistically-appropriate to the Individual's needs. Tools and approaches shall be trauma-informed and shall accommodate an Individual's disability/disabilities based on Individual needs and as required by law.

3.30.2.2. All treatment modalities in this Chapter shall serve children and youth unless the modality is contraindicated for children and youth.

3.30.3. Screening

3.30.3.1. Activities and Services:

3.30.3.1.1. Screenings shall collect at least the following information from Individuals seeking services:

3.30.3.1.1.1. Identifying information

3.30.3.1.1.2. Primary complaint or reason for seeking services

3.30.3.1.1.3. Current behavioral health symptoms, including severity, duration, mental status, and changes or impairments in functioning of symptoms
3.30.3.1.1.4. Chronic behavioral health concerns
3.30.3.1.1.5. Screen for substance use
3.30.3.1.1.6. Acute or chronic physical health concerns, including, but not limited to, pregnancy and postpartum status
3.30.3.1.1.6.1. The screening and screening staff must directly state that the Individual may decline to answer regarding pregnancy and postpartum status.
3.30.3.1.1.7. Evaluation of imminent risk, including, but not limited to,
3.30.3.1.1.7.1. Suicide risk using the Columbia Suicide Severity Rating Scale (CSSRS)
3.30.3.1.1.7.2. Danger to self or to others; assess for thoughts, plan, intent, recent aggression or agitation, as well as imminence (versus chronicity)
3.30.3.1.1.7.3. Grave disability
3.30.3.1.1.7.4. Urgent or critical physical health conditions, including withdrawal or overdose risk
3.30.3.1.1.7.5. Other immediate risks, including threats from another person
3.30.3.1.1.8. Preliminary determination of level of care needed
3.30.3.2. Standards and Requirements:
3.30.3.2.1. Requirements for the credentials of staff performing screenings and screening formats may be specified by BHA or specific program, statutory, or regulatory requirements.

3.30.3.2.2. Individuals found to be at imminent risk as detailed in this Article shall be screened by Agency every time an Individual presents for treatment to Agency.
3.30.3.2.2.1. Where additional screening may be redundant, Agency may provide supporting documentation that a screening tool was administered within the past six (6) months and shall be incorporated into an Individual's record in place of the similar screening requirements.
3.30.3.2.3. Screenings that identify an imminent risk as detailed in this Article that may require the Individual to be placed on a mental health hold shall be reviewed and approved by a behavioral health licensee, licensed addiction counselor (LAC), a certified addiction specialist (CAS), or a licensure candidate performing within the scope of their practice. A determination of imminent risk may result in the need for referral to more intensive services.

3.30.4. Assessment

3.30.4.1. When an initial screening is performed, an Individual's screening tool may indicate the Individual is in need of more intensive services. If an Individual's initial screen warrants more intensive services, the Individual will be referred for an assessment.
3.30.4.1.1. If the initial screening does not warrant referral for an assessment, Agency shall coordinate care or refer to other care as indicated in the screening.

3.30.4.2. Activities and Services:
3.30.4.2.1. Initial Assessments:
3.30.4.2.1.1. The initial assessment, including information gathered as part of the preliminary screening and risk assessment shall include, but is not limited to:
3.30.4.2.1.1.1. Provisional diagnosis
3.30.4.2.1.1.2. The source of referral
3.30.4.2.1.1.3. The reasons for seeking care, as stated by the Individual or other referral source(s)
3.30.4.2.1.1.4. Identification of the Individual's immediate clinical care needs related to the diagnosis for Mental Health Conditions and Substance Use Disorders
3.30.4.2.1.1.5. A list of current prescriptions and prescribing provider, over-the-counter medications, and any other substances the Individual may be taking, including doses and frequency
3.30.4.2.1.1.6. After Individual has screened positive for suicide risk or ideation, or harm to others, assess level of risk to determine next steps to support suicidal Individual
3.30.4.2.1.1.7. An assessment of whether the Individual has other concerns for their own safety
3.30.4.2.1.1.8. Assessment of the need for physical health care
3.30.4.2.1.1.8.1. With referral to services and any follow-up as required
3.30.4.2.1.1.9. A determination of whether the Individual presently is or has even been a member of the United States armed forces
3.30.4.2.1.1.10. Current healthcare providers
3.30.4.2.1.1.11. Current pregnancy status or desire to become pregnant within the next year.
3.30.4.2.1.2. Individual must be informed that they may decline to answer any question and that this will not impact their eligibility to receive services.

3.30.4.2.2. Comprehensive Assessments:
3.30.4.2.2.1. Information gathered as part of screening or the initial assessment may be incorporated into the comprehensive assessment.
3.30.4.2.2.2. Individual must be informed that they may decline to answer any question and that this will not impact their eligibility to receive services.
3.30.4.2.2.3. Ongoing comprehensive assessments shall be documented in the Individual's record and shall include as available, but is not limited to:
3.30.4.2.2.3.1. Identification and demographic information
3.30.4.2.2.3.1.1. Primary complaint/reason for seeking services
3.30.4.2.2.3.2. Including onset of symptoms and severity of symptoms
3.30.4.2.2.3.3. Mental health history, including but not limited to:
3.30.4.2.2.3.3.1. Suicidal risk or ideation per the Columbia assessment
3.30.4.2.2.3.3.2. Homicidal ideation
3.30.4.2.2.3.4. Substance use and substance use withdrawal history
3.30.4.2.2.3.5. Physical health issues, including chronic infections, acute concerns, and treatment history.

3.30.4.2.2.3.6. A diagnosis with sufficient supporting criteria
3.30.4.2.2.3.6.1. Any subsequent changes in diagnosis
3.30.4.2.2.3.7. A mental health examination(s) for Individuals who receive a diagnosis
3.30.4.2.2.3.7.1. Personnel shall consider other diagnoses or disabilities that may impact motor and speech activity
3.30.4.2.2.4. History of involuntary treatment
3.30.4.2.2.4.1. Advance directives, including physical health and behavioral health
3.30.4.2.2.4.2. Activities of Daily Living (ADL)
3.30.4.2.2.4.3. Cultural factors that may impact treatment which may include, but is not limited to:
3.30.4.2.2.4.3.1. Age
3.30.4.2.2.4.3.2. Ethnicity
3.30.4.2.2.4.3.3. Linguistic/communication needs
3.30.4.2.2.4.3.4. Gender
3.30.4.2.2.4.3.5. Gender identity
3.30.4.2.2.4.3.6. Sexual orientation
3.30.4.2.2.4.3.7. Relational roles
3.30.4.2.2.4.3.8. Spiritual beliefs
3.30.4.2.2.4.3.9. Socio-economic status
3.30.4.2.2.4.3.10. Personal values
3.30.4.2.2.4.3.11. Level of acculturation and/or assimilation
3.30.4.2.2.4.3.12. Coping strategies
3.30.4.2.2.4.4. Education, vocational training, and military service
3.30.4.2.2.4.5. Geographic location (frontier, urban, rural, mountain)
3.30.4.2.2.4.6. Family and/or social relationships
3.30.4.2.2.4.7. Trauma and trauma history
3.30.4.2.2.4.8. Physical and/or sexual abuse or perpetration and current risk
3.30.4.2.2.4.9. Legal issues that may impact behavioral health outcomes
3.30.4.2.2.4.10. Disability status
3.30.4.2.2.4.11. Issues specific to older adults, including but not limited to:
3.30.4.2.2.4.11.1. Hearing loss
3.30.4.2.2.4.11.2. Vision loss
3.30.4.2.2.4.11.3. Physical strength
3.30.4.2.2.4.11.4. Mobility
3.30.4.2.2.4.11.5. Other aging issues
3.30.4.2.2.4.12. Issues specific to children, including but not limited to:
3.30.4.2.2.4.12.1. Growth and development
3.30.4.2.2.4.12.2. Daily activities
3.30.4.2.2.4.12.3. Legal guardians
3.30.4.2.2.4.12.4. Need for family involvement and engagement in the child's treatment

3.30.4.2.2.4.12.5. Strengths, abilities, and interests
3.30.4.2.2.4.12.6. Barriers to treatment

3.30.4.3. Standards and Requirements:
3.30.4.3.1. Agency shall conduct assessments throughout the course of treatment, review previous assessments, update assessments, and update the Individual's treatment or care plan whenever there is a change in the person's level of care or functioning.
3.30.4.3.2. All methods and procedures used by Agency to assess and evaluate an Individual shall be developmental and age-appropriate, include competencies for culture, language and disabilities, and are trauma-informed.
3.30.4.3.3. All methods and procedures used to assess and evaluate an Individual shall be able to be provided in the preferred language or communication method.
3.30.4.3.4. For BHASO Network Providers that have or are seeking a SUD sub-endorsement for any level of care, the assessment shall:
3.30.4.3.4.1.1. Use the ASAM criteria 3rd edition as a guide for assessing and placing Individuals into the appropriate level of care.
3.30.4.3.4.1.2. Document information gathered on the six (6) dimensions outlined in the ASAM criteria for assessments
3.30.4.3.4.1.3. Utilize the decisional flow process as outlined in the ASAM criteria to determine and document the assessed level of care.
3.30.4.3.4.2. Assessments shall apprise adult Individuals, as applicable, of risk factors associated with acquiring and transmitting HIV/AIDS, TB, Hepatitis A, B, C, and other infectious diseases. Appropriate testing and pre- and post-test counseling shall be offered on-site or through referral.
3.30.4.3.4.3. Additional assessment requirements may be required for specific endorsements.

3.30.4.4. Staff Credentials and Training:
3.30.4.4.1. Assessments shall be conducted by or reviewed and approved by a behavioral health licensee, licensed addiction counselor (LAC), a certified addiction specialist (CAS), or a licensure candidate performing within the scope of their practice.
3.30.4.4.2. Notwithstanding the above term, requirements for screening staff credentials and formats may be otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.30.5. Diagnosis

3.30.5.1. Diagnosis shall be reviewed and approved by a behavioral health licensee, licensed addiction counselor (LAC), a certified addiction specialist (CAS), or a licensure candidate performing within the scope of their practice. If a licensure candidate gives a diagnosis, the diagnosis must be approved by a licensee.

Article 3.31: Enhanced Standardized Screener and Assessment for Children and Youth

3.31.1. Service Description and Objectives

3.31.1.1. The screener is a tool approved by Behavioral Health Administration and the Department of Health Care Policy and Financing that is designed specifically for identifying children and youth who meet the criteria for an Enhanced Standardized Assessment (ESA). The BHA-designated screener will be used to identify children and youth at risk of out-of-home placement due to behavioral health conditions and/or multisystem involvement, including but not limited to children and youth requiring or receiving mental health residential care.

3.31.1.2. The Enhanced Standardized Assessment (ESA) is a comprehensive, clinical assessment process completed by a mental health professional to assist in making recommendations about the level of care and treatment/service planning for children, youth, and their families.

3.31.1.3. The Enhanced Standardized Assessment (ESA) shall be performed in accordance with Chapter 3 and 4 of 2 CCR 506.

3.31.2. Target Population

3.31.2.1. Children and youth under the age of 21, who need behavioral health services in the home, community, residential, or inpatient setting.

3.31.3. Activities and Services

3.31.3.1. Signal shall have a direct phone line and email address or secure online platform system that allows users to electronically send and receive referrals for receiving ESA referrals/requests, which is publicly available on their website, and shall notify BHA and all referring agencies of the phone number, email address, and a direct contact person.

3.31.3.2. Signal shall receive Agency referrals for ESA through calls, emails, or a secure link which are directly initiated by county Department of Human Services (DHS), and the Division of Youth Services (DYS). Signal shall accept all referrals that contain all of the following, unless otherwise specified by BHA:

3.31.3.2.1. Enhanced Standardized Assessment face sheet,

3.31.3.2.2. BHA-designated screener, and

3.31.3.2.3. Parent and/or legal guardian's or referring party's contact information

3.31.3.3. Signal shall receive caregiver- and self-referrals (from youth 12 years and older) for non-crisis children, youth, and family mental health services through calls and emails or secure link, which are directly initiated by the youth, parent, or legal guardian.

3.31.3.3.1. If a youth or family resides outside of Signal's region, Signal shall connect the youth or family with the appropriate BHASO, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.3.3.2. Signal shall assign the ESA referral to an assessor within one (1) business day of the referral being accepted, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.3.3.3. Signal shall notify and furnish contact information for the assigned assessor to the requesting party (e.g. parent/guardian, caseworker, client manager) within one (1) business day of assignment.

3.31.3.4. Agency shall ensure all ESAs utilize and address all components of the following:

3.31.3.4.1. BHA-designated Enhanced Standardized Assessment narrative.

3.31.3.4.2. BHA-designated Colorado Child and Adolescent Needs and Strengths (CO CANS) assessment tool

3.31.3.4.3. BHA-designated CO CANS Decision Support Matrix.

3.31.3.5. Agency shall ensure all ESAs address the following components and meet the following standards:

3.31.3.5.1. ESAs shall meet the requirements for screening and assessing children outlined in 2 CCR 502-1-8.4.

3.31.3.5.2. ESAs shall meet the BHA's Quality Assurance Standards (QAS)

3.31.3.5.3. The ESA assessor shall complete a suicide and homicide risk assessment for the child.

3.31.3.5.4. The ESA assessor shall complete a mental status exam for the child or youth, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.3.5.5. The assessor shall provide a diagnosis for the child or youth as defined in the DSM-5-TR or the ICD-10-CM, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.3.5.6. Agency ESA assessor shall incorporate input from appropriate third parties listed in 3.11.2.4.j.ii below into the CO-CANS, along with the ESA assessor's clinical interpretation to determine the appropriate level of care, clinical recommendations, and supportive services for the child or youth, as required by BHA.

3.31.3.5.6.1. The ESA assessor shall provide clinical justification as to why the recommended level of care and each treatment recommendation represents the least restrictive treatment options required to treat, correct, or ameliorate the behavioral health conditions identified by the Enhanced Standardized Assessment.

3.31.3.5.6.2. If the ESA assessor recommends a different level of care than identified by the CO-CANS Decision Support Matrix, ESA assessor shall provide an explanation as to why the recommended level of care will more effectively treat, correct, or ameliorate the conditions than the level identified by the Decision Support Matrix.

3.31.3.5.6.2.1. ESA assessors shall make recommendations for short and long-term clinical goals for each recommended service.

3.31.3.5.7. Agency ESA assessors shall gather information according to the following:

3.31.3.5.7.1. ESA assessors shall conduct a face-to-face clinical interview with the child or youth.

3.31.3.5.7.1.1. If it is clinically indicated or requested by the child/youth or family, the ESA assessor shall conduct an in-person clinical interview.

3.31.3.5.7.1.2. For in-person ESAs, Signal assessor shall meet the child/youth and family where the child/youth and family are located, with no expectations that the child/youth or family travel to a location chosen by Signal or SIGNAL assessor.

3.31.3.5.7.1.3. If an in-person interview is not clinically indicated or requested by the child/youth or family, ESA assessors may use a HIPAA-compliant audio-visual telehealth platform to conduct the face-to-face clinical interview with the child/youth, unless otherwise specified by BHA or by specific program, statutory, or regulatory requirements.

3.31.3.5.7.2. ESA assessors shall make a reasonable effort to interview the following individuals, if these individuals are part of the child/youth and family's treatment team, and integrate the obtained information into the assessment:

3.31.3.5.7.2.1. Parents/caregivers,

3.31.3.5.7.2.2. County Department of Human Services caseworker,

3.31.3.5.7.2.3. DYS client manager,

3.31.3.5.7.2.4. RAE care coordinator,

3.31.3.5.7.2.5. Relevant school staff and/or IEP team,

3.31.3.5.7.2.6. Primary behavioral health treatment provider, and

3.31.3.5.7.2.7. Psychiatrist or person authorized to prescribe medications.

3.31.3.5.7.2.8. Previous behavioral health treatment providers,

3.31.3.5.7.2.9. Other natural supports and/or family members identified by the child/youth and family,

3.31.3.5.7.2.10. Mentors/behavioral coaches,

3.31.3.5.7.2.11. Guardian ad litem (GAL),

3.31.3.5.7.2.12. Counsel for Youth (CYF),

3.31.3.5.7.2.13. Probation officers

3.31.3.5.7.2.14. Court Appointed Special Advocate (CASA),

3.31.3.5.7.2.15. Any recent (past twelve (12) months) foster parents or guardians, and

3.31.3.5.7.2.16. Other collateral information as relevant to the case.

3.31.3.5.7.3. The assessor shall make reasonable efforts to obtain and review supporting documentation from the family and treatment team as applicable, including but not limited to:

3.31.3.5.7.3.1. Educational records, including Individualized Education Program (IEP) documents and 504 plans

3.31.3.5.7.3.2. Applicable child welfare case notes and court orders,

3.31.3.5.7.3.3. Behavioral health screens, assessments and treatment notes,

3.31.3.5.7.3.4. Division of Youth Services assessment reports and documents,

3.31.3.5.7.3.5. RAE records,

3.31.3.5.7.3.6. Team meeting notes,

3.31.3.5.7.3.7. Any hospitalization records from the last year, and

3.31.3.5.7.3.8. Probable cause statements and other judicial assessments that were completed within the last year.

3.31.3.5.7.4. All methods and procedures used to assess and evaluate the child/youth and family shall be provided in the preferred language or communication method (i.e. ASL).

3.31.3.5.8. Signal shall ensure the assessment and corresponding activities are documented in a central record database.

3.31.3.5.9. For Agency referrals, Signal shall submit the finalized ESA to the referring party and BHA within ten (10) business days of accepting the ESA referral, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.4. Standards and Requirements

3.31.4.1. Signal shall conduct quality assurance monitoring for Enhanced Standardized Assessments and assessors by developing and following a BHA-approved Quality Assurance Monitoring Plan (QAMP). Providers shall adhere to the QAMP.

3.31.4.2. BHA retains the right to review all Enhanced Standardized Assessments and corresponding clinical recommendations completed by Signal assessors and other parties as identified by BHA, unless otherwise waived by BHA.

3.31.4.3. Assessments shall occur during business hours.

3.31.4.4. Signal shall maintain a network of licensed or licensure candidate mental health professionals, defined in 2 CCR 502-1 8.3.1(b), who are credentialed to complete the ESA, who can respond to all geographical areas within Signal's region, and who can complete the ESA within the outlined timeframe, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.5. Staff Credentials and Training

3.31.5.1. Signal shall ensure all ESA assessors adhere to all ethical and legal requirements regarding duty to warn, duty to protect, and duty to report suspected abuse or neglect during the course of the assessment process.

3.31.5.2. Signal shall utilize mental health professionals, as defined in 2 CCR 502-1 8.3.1(b), as ESA assessors and maintain evidence of current licensure on file, unless otherwise specified by BHA or specific program, statutory, or regulatory requirements.

3.31.5.3. Signal shall ensure ESA assessors maintain a CANS certification, and Signal shall maintain evidence of current certification on file, and Signal shall maintain evidence of training completion on file.

3.31.5.4. Signal shall ensure ESA assessors complete the BHA-designated ESA trainings, and Signal shall maintain evidence of completion of these trainings and learning collaboratives

Article 3.32: Enhanced Standardized Assessments for County Departments of Human Services and the Division of Youth Services

3.32.1. Service Description and Objectives

3.32.1.1. The Enhanced Standardized Assessment (ESA) is a comprehensive, clinical assessment process completed by a mental health professional to assist in determining appropriate level of care and treatment/service planning for children, youth, and their families.

3.32.1.2. The Family First Prevention Services Act (Family First) recognizes children and youth should grow up in a safe, stable and secure family that supports their long-term well-being. Family First aims to prevent children from entering foster care by allowing federal reimbursement for mental health services, substance use treatment, and in-home parenting skill training. It also seeks to improve the well-being of children in out-of-home placement by incentivizing states to reduce the placement of children in congregate care through:

3.32.1.2.1. Creating a new type of residential service for children and youth called Qualified Residential Treatment Programs (QRTPs)

3.32.1.2.2. Requiring a comprehensive, clinical assessment completed by a Qualified Individual (QI) to determine the appropriateness of a child or youth's placement and services.

3.32.2. Target Population

3.32.2.1. Family First shall serve all children and youth under the age twenty-one (21) and under, referred by a county Department of Human Services (County) or Division of Youth Services (DYS) who are requesting QRTP or Psychiatric Residential Treatment Facilities (PRTF) level of care.

3.32.3. Activities and Services

3.32.3.1. Signal shall receive referrals for County/DYS ESAs directly from the County or DYS regional office located within Signal's geographical region. Signal shall accept all referrals that contain the following information:

3.32.3.1.1. Enhanced Standardized Assessment face sheet or the Universal Referral form,

3.32.3.1.2. Referring party contact information, and

3.32.3.1.3. Consent to treatment

3.32.3.2. Signal shall assign the County/DYS ESA referral to a Qualified Individual (QI) as defined in Chapter 2 of this Agreement.

3.32.3.2.1. County/DYS ESA referrals accepted by Signal before 1:00 pm shall be assigned to a QI on the same business day.

3.32.3.2.2. County/DYS ESA referrals accepted by Signal after 1:00 pm may be assigned to a QI the next business day.

3.32.3.3. Signal shall have the assigned QI review, agree, and return the BHA provided Independent Assessor Affidavit to Signal before the QI starts work on the County/DYS ESA referral. Signal shall maintain the signed Independent Assessment Affidavit on file.

3.32.3.3.1. If the QI is unable to agree to the Independent Assessor Affidavit, they will notify Signal and Signal shall reassign the County/DYS ESA referral to another QI in Signal's network.

3.32.3.4. Signal shall notify and furnish the assigned QI's contact information to the referring Agency within one (1) business day of the assignment.

3.32.3.5. Agency shall ensure all County/DYS ESAs utilize and address all components of the following:

3.32.3.5.1. BHA-designated Enhanced Standardized Assessment narrative template,

3.32.3.5.2. BHA-designated Summary Report template,

3.32.3.5.3. BHA-designated Colorado Child and Adolescent Needs and Strengths (CO CANS) assessment tool, and

3.32.3.5.4. BHA-designated CO CANS Decision Support Matrix.

3.32.3.6. Agency shall ensure ESAs address the following components and meet the following standards:

3.32.3.6.1. County/DYS ESAs shall meet the requirements for assessing children outlined in 2 CCR 502-1-8.4.

3.32.3.6.2. County/DYS ESAs shall meet the BHA's Quality Assurance Standards (QAS)

3.32.3.6.3. If an interview with the child or youth occurs, the QI shall complete a suicide and homicide risk assessment for the child.

3.32.3.6.4. If a face-to-face interview with the child or youth occurs, the QI shall complete a mental status exam for the child or youth.

3.32.3.6.5. If a face-to-face interview with the child or youth occurs, the QI may endorse a historical diagnosis or provide a new diagnosis for the child or youth as defined in the DSM-5-TR or the International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM).

3.32.3.6.5.1. Clinical rationale for not endorsing the historical diagnosis and for making a new diagnosis must be provided by the QI.

3.32.3.6.6. The QI shall utilize the CO-CANS and CO-CANS Decision Support Matrix along with their clinical interpretation to recommend the appropriate level of care, clinical recommendations, and supportive services for the child or youth, as required by BHA.

3.32.3.6.6.1. The QI shall provide clinical justification as to how the recommended level of care and each treatment recommendation represents the least restrictive treatment options required to treat, correct, or ameliorate the behavioral health conditions identified by the County/DYS ESA.

3.32.3.6.6.1.1. If QRTP is the recommended level of care, the QI shall specify why the needs of the child/youth cannot be met in a less restrictive environment and how it is the

most effective and appropriate level of care consistent with short and long-term goals as specified in the permanency plan. A shortage of foster family homes or other community placements are not an acceptable reason for QRTP approval.

3.32.3.6.6.2. If the QI recommends a different level of care than identified by the CO-CANS Decision Support Matrix, the QI shall provide an explanation as to how the recommended level of care will more effectively treat, correct, or ameliorate the conditions than the level identified by the Decision Support Matrix.

3.32.3.6.7. The QI shall make recommendations for short and long-term clinical goals for each recommended service.

3.32.3.6.8. The QI shall attend a Family and Permanency Team Meeting (FPTM) or Multidisciplinary Team Meeting (MDT) to present the County/DYS ESA outcomes and recommendations.

3.32.3.6.8.1. For County referrals, a FPTM must be coordinated by the county and occur within the 10 business day timeframe;

3.32.3.6.8.2. For DYS referrals, an MDT must be coordinated by DYS and occur within the 30 calendar day timeframe;

3.32.3.6.9. The QI shall integrate the Family and Permanency Team's or Multidisciplinary Team's input and feedback into the County/DYS ESA.

3.32.3.6.10. The QI shall include documentation of any objections to the assessment recommendations that were not resolved during the Family and Permanency meeting or MDT meeting.

3.32.3.6.11. Agency shall ensure that the QI gathers and incorporates information for the County/DYS ESA according to the following:

3.32.3.6.11.1. The QI shall make reasonable efforts to conduct a face-to-face clinical interview with the child or youth. If a face-to-face interview cannot occur, the QI may conduct a phone interview. If the QI cannot interview the youth, the County/DYS ESA shall be completed through a records review and collateral interviews.

3.32.3.6.11.1.1. If it is clinically indicated or requested by the child/youth or family, the QI shall conduct an in-person clinical interview.

3.32.3.6.11.1.2. For in-person ESAs, the QI shall meet the child/youth and family where the child/youth and family are located, with no expectations that the child/youth or family travel to a location chosen by Signal or SIGNAL assessor.

3.32.3.6.11.1.3. If an in-person interview is not clinically indicated or requested by the child/youth or family, the QI may use a HIPAA-compliant audio-visual telehealth platform to conduct the face-to-face clinical interview with the child/youth, unless otherwise specified by BHA or by specific program, statutory, or regulatory requirements.

3.32.3.6.12. The QI shall make a reasonable effort to interview the following individuals, if these individuals are part of the child/youth and family's treatment team, and integrate the obtained information into the assessment:

3.32.3.6.12.1. Parents/caregivers,

3.32.3.6.12.2. County Department of Human Services caseworker,
3.32.3.6.12.3. DYS client manager,
3.32.3.6.12.4. RAE care coordinator,
3.32.3.6.12.5. Relevant school staff and/or IEP team,
3.32.3.6.12.6. Primary behavioral health treatment provider, and
3.32.3.6.12.7. Psychiatrist or person authorized to prescribe medications.
3.32.3.6.12.8. Previous behavioral health treatment providers,
3.32.3.6.12.9. Other natural supports and/or family members identified by the child/youth and family,
3.32.3.6.12.10. Mentors/behavioral coaches,
3.32.3.6.12.11. Guardian ad litem (GAL),
3.32.3.6.12.12. Counsel for Youth (CYF),
3.32.3.6.12.13. Probation officers
3.32.3.6.12.14. Court Appointed Special Advocate (CASA),
3.32.3.6.12.15. Any recent (past twelve (12) months) foster parents or guardians, and
3.32.3.6.12.16. Other collateral information as relevant to the case.
3.32.3.6.13. The QI shall make reasonable efforts to obtain and review supporting documentation from the family and treatment team as applicable, including but not limited to:
3.32.3.6.13.1. Educational records, including Individualized Education Program (IEP) documents and 504 plans
3.32.3.6.13.2. Applicable child welfare case notes and court orders,
3.32.3.6.13.3. Behavioral health screens, assessments and treatment notes,
3.32.3.6.13.4. Division of Youth Services assessment reports and documents,
3.32.3.6.13.5. RAE records,
3.32.3.6.13.6. Team meeting notes,
3.32.3.6.13.7. Any hospitalization records from the last year, and
3.32.3.6.13.8. Probable cause statements and other judicial assessments that were completed within the last year.
3.32.3.6.14. All methods and procedures used to assess and evaluate the child/youth and family shall be provided in the preferred language or communication method (i.e. ASL).
3.32.3.7. For County referrals, Signal shall securely submit assessment materials to the referring agency, assessment summary report and CO CANS, Signal shall submit to the BHAthe ESA Narrative, Summary Report, CO CANS, and CO CANS Decision Support Matrix to BHA.
3.32.3.8. RAEs ESA through FFPSSA, the ESA narrative ESA, Summary Report, CO CANS, and CO CANS Decision Support Matrix to BHA and the assigned RAE within thirty (30) calendar days of accepting the ESA referral or within thirty (30) days of the youth entering a QRTP, whichever comes first.
3.32.3.9. Signal shall accept requests from Counties or Division of Youth Services to transfer an ESA completed through the RAE or the Child and Youth Treatment Act (CYMHTA) to a

County/DYS ESA if the original ESA was completed within (30) thirty calendar days and the original ESA assessor is contracted with Signal. Signal shall utilize the following transfer process:

3.32.3.9.1. Signal shall obtain written consent from the legal guardian.

3.32.3.9.2. Signal will contact the original ESA assessor to determine if the ESA assessor is available to complete the ESA transfer within ten (10) business days.

3.32.3.9.2.1. If the original ESA assessor is unable to complete the transfer within ten (10) business days, Signal may request an extension of up to thirty (30) calendar days from the County or DYS for the transfer to be completed.

3.32.3.9.2.2. If the original ESA assessor cannot complete the transfer within the timeframes specified above, Signal shall notify the referring Agency that the transfer is cancelled and a new County/DYS ESA will be conducted in accordance with the process outlined above.

3.32.3.9.3. The referring party shall coordinate a Family and Permanency Team meeting (FPTM) or Multidisciplinary Team Meeting (MDT) with the QI to occur within the ten (10) business day timeframe.

3.32.3.9.3.1. If an extension for the transferred assessment is agreed upon by the Contractor and County Department of Human Services, the FPTM must occur within the thirty (30) calendar day timeframe.

3.32.3.9.4. The QI shall integrate the Family and Permanency Team's or Multidisciplinary Team's input and feedback into the Independent Assessment Summary Report

3.32.3.9.5. The QI shall complete the BHA-designated Summary Report

3.32.3.9.6. Signal shall securely submit the finalized ESA Summary Report and CO CANS to the referring party and the ESA Narrative, Summary Report, CO CANS, and CO CANS Decision Support Matrix to BHA within the ten (10) business day timeframe, or thirty (30) calendar day timeframe if an extension was agreed upon.

3.32.3.9.7. A legal guardian may request Signal transfer a County/DYS ESA to CYMHTA, if the original assessment was completed within (30) thirty calendar days. Signal will facilitate sending the original finalized assessment narrative, summary report, CO CANS, and CO CANS Decision Support Matrix within ten (10) calendar days of the request to CYMTHA.

3.32.4. Standards and Requirements

3.32.4.1. Signal shall comply with all standards and requirements outlined in the Enhanced Standardized Assessment for Children and Youth section (Article 3.34) of this Agreement.

3.32.4.2. Assessments shall occur during Signal's business hours. Business hours shall be posted on Signal's website and BHA shall be notified of all changes to routine business hours thirty (30) days prior to any changes.

3.32.4.3. Signal shall maintain a network of licensed or licensure candidate mental health providers, defined in 2 CCR 502-1 8.3.1(b), (Qualified Individuals) who can respond to all geographical areas within Signal's region and complete the required assessment within the outlined timeframe.

3.32.5. Staff Credentials and Training

3.32.5.1. Mental health professionals, as defined in 2 CCR 502-1 8.3.1(b) can serve as QIs.

3.32.5.2. Agency QIs should not an employee of the Title IV-E Agency (including county /Departments of Human or Social Services and the Division of Youth Services) and are not connected to, or affiliated with, the primary funding source or any placement/treatment setting in which children are placed by the Title IV-E Agency.

3.32.5.3. Agency shall ensure QIs maintain a CANS certification, and Signal shall maintain evidence of current certification on file.

3.32.5.4. Agency shall ensure QIs complete the BHA-designated onboarding trainings for ESAs and Family First and Signal shall maintain evidence of training completion on file.

3.32.5.5. Qualified Individuals shall participate in at least four (4) hours of BHA-sponsored Enhanced Assessment learning collaborative and/or CO-CANS Community of Practice annually.

3.32.6. Payment

3.32.6.1. This service is paid via the FFS rates found in Exhibit B, Funding

Article 3.33: Transportation for Behavioral Health Service

3.33.1. Service Description and Objectives

3.33.1.1. The purpose of this encumbrance is to provide funding for both secure and non-secure transportation for individuals across the behavioral health treatment spectrum and to inpatient hospital care.

3.33.2. Target Population and Eligibility

3.33.2.1. Transportation may be provided to any Individual as outlined below in 3.33.3.1-3.33.3.2.1

3.33.3. Activities and Services

3.33.3.1. Transportation provided by this GAE funding can be utilized for transport initiated by Mobile Crisis Response (MCR) or Walk-In Center (WIC) and up to a higher level of care, which may include withdrawal management, crisis stabilization, crisis respite, or inpatient hospitalization.

3.33.3.2. Transportation provided by this GAE funding can be utilized for transport between different levels of care—in the following order of priority: up to higher levels of care, transports from ED to withdrawal management, crisis respite, crisis stabilization unit,

acute treatment unit, or psychiatric inpatient hospital (only in cases where individual necessitates further evaluation for medical stability prior to admission), the first outpatient discharge appointment, for higher level of care discharge return to community,.

3.33.3.2.1. Between different levels of care means across, not within the same level of care. For example, across would imply transporting an individual from a WIC to a CSU or hospital or upon discharge from the hospital back home or to an appointment. Within would refer to transporting an individual who is in outpatient care from home to an appointment or group or back home. Transport within levels of care is not an allowable expense under this section.

3.33.3.3. Secure Transportation means vehicles are equipped with the following:

3.33.3.3.1. Safety locks,

3.33.3.3.2. Safety mechanism that ensures vehicle driver(s) and passenger safety, and

3.33.3.3.3. Transparent safety partitions, if utilized.

3.33.3.4. Secure transportation should be used for Individuals on a mental health hold who require a transport to a higher level of care—by a licensed Behavioral Health Secure Transport (BHST).

3.33.3.4.1. This level of transportation also requires training for the driver and attendant including de-escalation and trauma-informed care.

3.33.3.5. Non-secure transportation does not require vehicles to be retrofitted with safety mechanisms and can be used for Individuals requiring transportation not on a mental health hold.

3.33.3.5.1. These transports can be utilized for across levels of care, up to higher levels of care, and for higher level of care discharge return to community or the first outpatient discharge appointment.

3.33.3.6. Transportation under this section must be one of the following forms:

3.33.3.6.1. Third-party Secure Transportation,

3.33.3.6.2. Third-party non-secure transportation

3.33.3.6.3. In-house Secure or non-Secure Transportation

3.33.3.7. Signal shall collaborate with community partners to develop strategy about access to Behavioral Health Secure Transportation and communication across involved entities.

3.33.3.8. Agency shall record the following data points for each transport:

3.33.3.8.1. Transport Date/Time

3.33.3.8.2. Client Age Group

3.33.3.8.3. Client Gender

3.33.3.8.4. Client Race

3.33.3.8.5. Client Ethnicity

3.33.3.8.6. Client Residential Zip Code

3.33.3.8.7. Client Involuntary Hold Status

3.33.3.8.8. Pick up Location Type

3.33.3.8.9. Serious Injury, Illness, or Death During Transport

3.33.4. Payment

3.33.4.1. This service is paid via the FFS rates found in Exhibit B, Funding.

3.33.4.2. Payment is limited to annual funding made available by BHA.

Article 3.34: Children and Youth Mental Health Treatment Act

3.34.1. Service Description and Objectives

3.34.1.1. The Children and Youth Mental Health Treatment Act (CYMHTA) is a program that provides access to mental health treatment to children and youth who are at risk of out-of-home placement, to prevent unwarranted child welfare involvement. Parents experience challenging circumstances when their children have significant mental health needs, which can result in a behavioral health crisis, putting children at risk of out-of-home placement.

3.34.1.2. CYMHTA shall be performed in accordance with C.R.S. §27-67-101 et. seq.

3.34.1.2.1. Notifications shall contain all information outlined in 2 CCR 502-1, 21.200.43.I and 21.200.45

3.34.1.2.2. Signal shall comply with all aspects of C.R.S. §27-67-101 et. seq. and 2 CCR 502-1, 21.200.4

3.34.2. Target Population and Eligibility

3.34.2.1. CYMHTA shall serve children and youth, ages zero to eighteen (0-18), who are at risk of out of home placement.

3.34.2.2. The Responsible Persons requesting services through CYMHTA shall have custody (medical decision-making rights).

3.34.2.3. At the time of the CYMHTA Enhanced Standardized Assessment request, the child or youth shall be under the age of eighteen (18).

3.34.2.4. If receiving CYMHTA funding for services at the time the youth turns eighteen (18) years old, the youth may continue to receive funding for clinically appropriate services up until age twenty-one (21).

3.34.2.5. Signal shall verify Medicaid eligibility status before scheduling an ESA. If the youth is enrolled in CYMHTA, Signal will verify Medicaid eligibility status at minimum every 3 months.

3.34.2.6. The child or youth's immediate family may not have an open dependency and neglect action through child welfare. If there is a pending dependency and neglect action through child welfare, the outcome of the investigation/assessment shall be determined as a prerequisite to CYMHTA funding.

3.34.2.7. The child or youth shall have a Mental Health Diagnosis, as defined in Section 27-65-102(22), C.R.S., a Mental Health Diagnosis and a co-occurring Intellectual or Development Disability (IDD) Diagnosis, or a Mental Health Diagnosis and a co-occurring Autism Spectrum Disorder (ASD) Diagnosis. A child or youth's diagnoses may be unknown at the time of the CYMHTA Enhanced Standardized Assessment request, as the CYMHTA Enhanced Standardized Assessment can provide a Mental Health Diagnosis as clinically appropriate.

3.34.2.8. CYMHTA Enhanced Standardized Assessments and funding are not available to the Medicaid or categorically eligible Medicaid population.

3.34.2.9. The child or youth shall have private/commercial insurance or have no insurance.

3.34.2.9.1. For a child or youth with private insurance, and multisystem involvement, CYMHTA funding may be the most appropriate funding stream for the clinically recommended services from the CYMHTA assessment.

3.34.2.10. The child or youth shall be at risk of out of home placement, as defined in 2 CCR 502-1 21.200.41. The clinical services from the CYMHTA Enhanced Standardized Assessment shall be indicated to reduce the risk of out of home placement.

3.34.3. Activities and Services

3.34.3.1. The CYMHTA services should follow Enhanced Standardized Assessments in accordance with Article 3.31 of this document as well as clinical care coordination and care/case management to coordinate community-based services, residential treatment services, and non-residential mental health transition services for children and youth who meet the criterion to receive funding under CYMHTA.

3.34.3.2. CYMHTA Requests:

3.34.3.2.1. Signal shall receive requests for CYMHTA Enhanced Standardized Assessments and services through its published contact point(s) (one or more of the following: website, phone, email). The requests shall be initiated by the parent or legal guardian (responsible person) of the child or youth. Signal's contact point(s) for the team overseeing assessments will also serve as the primary point of contact for community partners, stakeholders, and BHA program staff.

3.34.3.2.2. Clinical Care Coordination and Care/Case Management.

3.34.3.2.2.1. Signal shall arrange for continuity of care and coordination of the array of services necessary for appropriately treating a child or youth as recommended by the Enhanced Standardized Assessment, including but not limited to:

3.34.3.2.2.1.1. Communicating with responsible persons, the family systems navigator, and funded providers at least every thirty (30) calendar days to assure services are being delivered as planned and adequate progress is being made;

3.34.3.2.2.1.1.1. HIPAA-compliant video conference services may be used for care coordination activities unless the family requests in-person services. If a Responsible Person

requests in person services, Signal shall make every effort to accommodate the request.

3.34.3.2.2.1.2. Discharge planning and development; and

3.34.3.2.2.1.3. Rescinding authorization for any treatment services with proper notice.

3.34.3.2.2.2. Signal shall provide CYMHTA funded services that are not otherwise eligible for funding under another payor source based on the recommendations of the CYMHTA Enhanced Standardized Assessment, system navigation, and ongoing clinical care coordination. Such services shall include:

3.34.3.2.3. Ongoing clinical care coordination and clinical case management,

3.34.3.2.4. Ongoing assessment of services,

3.34.3.2.5. Clinical recommendations,

3.34.3.2.6. Clinical care coordination of services,

3.34.3.2.7. Systems navigation in circumstances where the CYMHTA family systems navigator is unable to be involved, and

3.34.3.2.8. Notifications of any increase, decrease, termination or denial of, CYMHTA funded services to the family within five (5) working days of implementation, and system navigation support.

3.34.3.3. Signal shall also provide as part of clinical care coordination:

3.34.3.3.1. The monitoring and oversight of the CYMHTA clinical treatment providers (including review of treatment plans and safety plans) to ensure services are being provided in accordance with the child or youth's Services and Financial Agreement (SFA) pursuant to 2 CCR 502-1, 6,4.7Gand in accordance with Chapter 8 of 2 CCR 502-1;

3.34.3.3.2. Coordination of treatment services;

3.34.3.3.3. Determination of the fee for the responsible person(s)

3.34.3.3.4. Completion of CYMHTA ongoing paperwork (notification letters, SFA's, plans of care/fee agreements, status forms, Colorado Child and Adolescent Needs and Strengths (CO CANS) assessment tool);

3.34.3.3.5. Ongoing assessment of services, including the need to increase, decrease, terminate or deny services, along with the clinical justification/rationale for such assessment;

3.34.3.3.6. Ongoing assessment of the continued need of CYMHTA funded services by providing a clinical justification and/or rationale;

3.34.3.3.7. Determination of whether CYMHTA is the most appropriate funding stream for clinically recommended services; and

3.34.3.3.8. Completion of the CO CANS during the Enhanced Standardized Assessment, every six months while a child or youth is in CYMHTA, and at discharge, unless otherwise specified by BHA.

3.34.3.3.9. Fees:

3.34.3.3.9.1. Signal shall provide the determination, monitoring, and fiscal oversight of administrative fees, parental fees, and third-party provider fees.

3.34.3.3.9.2. Per 2 CCR 502-6 § 4.3(c), BHA must approve a parental fee lower than 7%, and in no event may the parental fee fall below $50 per month. Signal shall provide the monitoring and fiscal oversight of parental fees.

3.34.3.3.10. Appeal Process.

3.34.3.3.10.1. Signal shall complete the internal appeals process, which shall be completed within two (2) working days of a responsible person's request for an appeal due to a denial, termination, increase or decrease of CYMHTA funded services or a recommendation of a child's discharge from funded services, pursuant to 2 CCR 502-4.4.C-E. If Signal requires additional time to complete the internal review, and the responsible person is in agreement, Signal may take up to 5 working days to complete the appeal. The internal appeal cannot be subcontracted out and shall be provided internally through Signal as part of the administrative overhead and oversight of the program.

3.34.3.4. Assessments and Documentation

3.34.3.4.1. CYMHTA Enhanced Standardized Assessments

3.34.3.4.1.1. Agency CYMHTA assessors shall be licensed mental health professionals, or mental health professional licensure candidates, as defined in 2 CCR 502-6 § 4., (n), who are credentialed to complete Enhanced Standardized Assessments.

3.34.3.4.1.2. The CYMHTA Enhanced Standardized Assessment shall be completed in accordance with Article 3.31 and within ten (10) working days of a standard request pursuant to 2 CCR 502-6 4.2.G.2 (or within three (3) working days of receipt of an urgent request pursuant to 2 CCR 502-6, 4.2.G. 1.). An additional five (5) working days can be requested by the BHASO if needed, but this must be agreed upon by the responsible person. A second extension of five (5) working days can be requested by the responsible person, but the ESA can take no more than 20 days from the initial request, as outlined in 2 CCR 502-6 § 4.2(g).3.

3.34.3.4.1.3. Signal shall conduct quality assurance monitoring for CYMHTA Enhanced Standardized Assessments.

3.34.3.4.1.4. Agency shall complete an Enhanced Standardized Assessment and notify the responsible person of the clinical recommendations within the time frame orally and in writing following criteria outlined in 2 CCR 502-6,4.2..

3.34.4. Standards and Requirements

3.34.4.1. Signal shall enter into written agreements with Agency to provide all services outlined in C.R.S. §27-67-101, 2 CCR 502-6, and the CYMHTA mental health Agency handbook and procedure manual.

3.34.4.2. In providing CYMHTA residential services, Signal shall use a Qualified Residential Treatment Program, as defined in 26-5.4-102(2), C.R.S. or a Psychiatric Residential Treatment Facility, as defined in 25.5-4-103(19.5), C.R.S.

3.34.4.3. Services will follow the Diagnostic and Statistical Manual of Mental Disorders and the State Behavioral Health Services Billing Manual from The Department of Health Care Policy and Financing and the Behavioral Health Administration as applicable, based on services provided.

3.34.4.4. Signal shall use the most recent edition of the CYMHTA mental health Agency handbook and procedure manual, as well as the most recent documentation and templates from BHA.

3.34.4.5. Signal shall respond to requests for a CYMHTA Enhanced Standardized Assessment during standard working hours, Monday through Friday.

3.34.5. Licensing

3.34.5.1. Agency shall ensure a licensed mental health professional as outlined in 2 CCR 502-1, 200.4, completes each CYMHTA Enhanced Standardized Assessment.

3.34.6. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.34.6 Deliverable Summary
The following items should be delivered: • CoBHRM records for appropriate services • Encounters
Due Date: 5th day of the month following service.

3.34.7. Payment

3.34.7.1. Signal shall use the Colorado Department of Human Services (CDHS) daily rate for treatment occurring in a Qualified Residential Treatment Program (QRTP) and the HCPF all-inclusive daily rate for treatment occurring in a Psychiatric Residential Treatment Facility (PRTF).

3.34.7.1.1. For the behavioral health treatment services provided in a QRTP setting, the residential treatment's Medicaid rate is used.

3.34.7.2. Signal shall contract with providers using the following rates:

3.34.7.2.1. CYMHTA assessment rates can be found in Exhibit B: Funding.

3.34.7.2.2. Comprehensive Providers' PPS does not apply for CYMHTA services.

3.34.7.2.3. Non-Safety Net Providers: Signal shall negotiate rates for services rendered by providers who are not Safety Net Providers.

3.34.7.3. Treatment provider rates may be determined on an individual basis if there is no other treatment provider available or the service being provided is highly specialized and needed to prevent a child or youth from entering the child welfare system and reduce the risk of out of home placement. Signal shall obtain approval directly from BHA when these situations arise.

3.34.7.4. CYMHTA may fund the CYMHTA assessment recommendations with a variety of funding sources, including but not limited to, private insurance, Department of Human

Services (DHS) funding, Colorado Youth Detention Continuum (CYDC), and Supplemental Security Income (SSI) and Medicaid affiliated with SSI approval (specific to PRTF/QRTP only).

3.34.7.5. There is a parental fee component for the treatment services being funded by CYMHTA. There is no parental fee affiliated with the CYMHTA assessment, clinical care coordination/case management or interpretation and translation services. Signal shall ensure Agency for the treatment services is collecting the parental fee directly from the responsible person. Signal shall not invoice BHA for the parental fee.

3.34.7.6. Agency shall invoice for services under CYMHTA using the CYMHTA invoice template

Article 3.35: Additional Family Services

3.35.1. Program Description and Objectives

3.35.1.1. Signal shall use Additional Family Services (AFS) funds to provide behavioral health services to Individuals and/or families who are at risk of becoming involved in the child welfare system or who are involved in the child welfare system.

3.35.2. Target Population and Eligibility

3.35.2.1. Individuals and/or families with SUD and or mental health diagnosis who are at risk of becoming involved in the child welfare system or who are already involved in the child welfare system.

3.35.3. Activities and Services

3.35.3.1. Allowable expenses include, but are not limited to:

3.35.3.1.1. Assessment Staff. Agency shall include SUD and/or mental health providers licensed and trained to assess referred Individuals for the appropriate care needed.

3.35.3.1.2. SUD Residential Room and Board. Signal offers funding support for room and board for uninsured/underinsured

3.35.3.1.3. SUD and mental health services. Signal funds a provider network who delivers the continuum of SUD and mental health treatment services.

3.35.3.1.4. Support for Pregnant and Parenting Women. Agency supports continued SUD residential stays for pregnant and parenting women beyond Medicaid-determined medical necessity, focusing on ongoing clinical necessity. Signal also supports investments in specialized supportive services for pregnant and parenting women that could include childcare, vocational support, peer/mentor supports, etc.

3.35.3.1.5. SUD Recovery Living Home Support. Individuals requiring SUD treatment may gain access to recovery living as a step-down service.

3.35.3.1.6. Case Management. Case Management services may be purchased from Providers or may be performed as a service of Signal. Case Management definition is in the General Provisions of this Agreement under “Intensive Case Management”.

3.35.4. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.35.4 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters • Monthly Progress Reports
Due Date: 10th day of the month following service.

3.35.5. Payment

3.35.5.1. This service may use a capacity budget or FFS protocol for payment, as indicated in this Agreement.

3.35.5.1.1. For case management staff, the capacity budget will be used. Agency shall report all revenue from other sources that supports these services.

3.35.5.1.2. All other services will use FFS rates in Exhibit B: Funding.

Article 3.36: Strategic Individualized Remediation Treatment

3.36.1. Program Description and Objectives

3.36.1.1. The Strategic Individualized Remediation Treatment (STIRT) program is a continuum of care designed to provide adult Individuals with a history of criminal justice involvement with safe, structured, drug and alcohol-free environments in which to define and examine their relapse and recidivism risk factors, learn alternatives to risky behaviors, implement behavior changes, and increase treatment involvement and compliance with criminal justice supervision requirements.

3.36.1.2. STIRT's primary goal is reducing substance use and re-incarceration rates by applying the Risk Needs Responsivity principles (RNR), and engaging participants in clinical services intended to identify and address substance use disorders, mental health disorders, and criminogenic behaviors. STIRT is a corrections diversion alternative to immediate incarceration for those Individuals struggling to meet compliance with the conditions of release for probation or parole, or participation in problem-solving courts.

3.36.2. Target Population and Eligibility

3.36.3. Individuals, aged eighteen (18) years or older, who are involved in the criminal justice system, and whose struggle with substance use disorders, criminogenic behaviors, and/or co-occurring mental health disorders puts them at risk of re-incarceration or further penetration into the criminal justice system.

3.36.4. STIRT services are provided to adult individuals who are involved in the criminal justice system and are struggling with substance use disorders, criminogenic behaviors, and/or co-occurring mental health disorders that threaten successful recovery and community transition. To be eligible to participate in the STIRT programs, Individuals must:

3.36.4.1. Be an adult aged eighteen (18) years or older,

3.36.4.2. Have a drug and/or alcohol related offense,
3.36.4.3. Have one or more current or deferred felony or misdemeanor(s) convictions with no pending felony or misdemeanor(s) conviction, they must meet the following criteria:
3.36.4.3.1. Must be either in jail with pending charges, on pretrial, supervision, or involved with Family Treatment Court,
3.36.4.3.2. Charges must be eligible for a Community Corrections sentence (meaning their charges will not result in a mandatory DOC sentence once the case is complete)
3.36.4.3.3. If no LSI score exists, meet the equivalent of a 25 on the LSI through clinical assessment during referral source consultation by BHASSO network of the individual's employment, housing, and community supports (current and historical).
3.36.4.4. Have been sentenced to problem solving court or are currently in community corrections, on parole, or on probation,
3.36.4.5. Meet the risk assessment score minimum as defined in the STRIT Reference Guide established by the BHA with collaboration from the STIRT Steering Committee
3.36.4.6. Meet the minimum recommended treatment level as defined in the STRIT Reference Guide established by the BHA with collaboration from the STIRT Steering Committee.

3.36.5. Residential Activities and Services

3.36.5.1. The first phase of the STIRT continuum of care consists of a twenty-one (21) day intensive residential program (ASAM Level 3.5 and/or 3.7) intended to intervene and stabilize Individuals and provide them with the opportunity to start or regain their recovery and transitional footing. The residential program provides highly structured residential services to adults with substance use and/or mental health issues who face imminent incarceration without treatment.
3.36.5.2. Individuals shall be engaged in a minimum of sixty (60) hours of treatment services (e.g. individual, group, family treatment) and an additional twelve (12) hours of ancillary recovery services (e.g., peer support, AA/NA, other support groups, case management, etc.), over a twenty-one (21) day length of stay (twenty-four (24) hours per week).
3.36.5.2.1. Each Individual is expected to be engaged in services on a daily basis for the duration of their stay.

Treatment in STIRT Residential shall include a mix of developmental classes, therapeutic/clinical groups, and individual therapy, and/or other services as deemed necessary by the treating Agency.

3.36.5.3. Signal's Care Navigation team is responsible for centralized referral management for all STIRT referrals, both residential and continuing care.
3.36.5.3.1. Agency shall adhere to procedures established by Signal, for the purposes of care coordination.
3.36.5.4. Referrals to the STIRT residential program may come from the following sources:
3.36.5.4.1. The criminal justice system including but not limited to probation, parole, Problem Solving Courts, or Community Corrections.

3.36.5.4.2. Treatment providers may initiate a referral to STIRT in collaboration with the criminal justice supervising Agency.

3.36.5.4.3. Where necessary, an Individual may self-refer and enter the residential program component immediately following a successful Withdrawal Management stay. Providers shall utilize evidence-based curricula approved by the STIRT Steering Committee.

3.36.5.4.4. All counselors shall be trained on the evidence-based curricula being used.

3.36.5.5. Providers shall follow Risk Need Responsivity (RNR) principles when providing treatment.

3.36.5.6. A STIRT Advisory Committee consisting of treatment providers, referral agencies, and BHA shall be maintained to provide treatment and program guidance.

3.36.5.7. STIRT Residential providers will adhere to the procedures outlined in the BHASO Provider Manual. This includes coordination with Signal's Care Navigation team in preparation for the Individual's completion of residential services and transition of care to STIRT Continuing Care outpatient services. Signal's care navigation team is responsible for managing all STIRT referrals, in coordination with the referring party, for all residential and continuing care.

3.36.6. Withdrawal Management Activities and Services

3.36.6.1. Withdrawal Management services are offered for Individuals referred to and approved to enter STIRT residential programs but are in need of or are in the process of withdrawal management.

3.36.7. Continuing Care Activities and Services

3.36.7.1.1. Signal's Care Navigation team is responsible for centralized referral management for all STIRT referrals, both residential and continuing care.

3.36.7.1.1.1. Agency shall adhere to procedures established by Signal, for the purposes of care coordination.

3.36.7.2. The second phase of the STIRT continuum is STIRT Continuing Care outpatient programming (STIRT CC) intended for STIRT residential program graduates. An individual can engage in STIRT CC services, including group and individual therapy, psychoeducation, peer support services, and ongoing care management for up to nine months, with possible extensions as needed on an individualized basis.

3.36.7.3. STIRT CC service providers must have a BHA license, ASAM Level 1, ASAM Level 2.1, or ASAM 2.5, in good standing, to provide services to Persons Involved in the Criminal Justice System.

3.36.7.4. Individuals are expected to engage in the STIRT CC program within two weeks (fourteen (14) calendar days) of successful discharge of the residential program. If an Individual requests enrollment into the STIRT CC program beyond the two-week period when they were successfully discharged from a STIRT residential program, the Continuing Care

provider shall first screen the Individual to determine if this level of care is still appropriate to address their needs.

3.36.7.5. STIRT CC services are intended to be a step-down in the continuum of care and may be provided in intensive outpatient (ASAM Level 2.1), enhanced outpatient, and traditional outpatient (ASAM Level 1) settings.

3.36.7.6. Individuals' initial service plans shall include appropriate sobriety monitoring services, e.g. Breathalyzers, UAs, SCRAM, etc., to help stabilize Individuals in the community setting.

3.36.7.7. Providers should utilize evidence-based curricula approved by the STIRT Advisory Committee.

3.36.7.8. All counselors shall be trained on the evidence-based curricula being used.

3.36.7.9. STIRT CC providers will adhere to the procedures outlined in the BHASO Provider Manual. This includes coordination with Signal's Care Navigation team in preparation for the Individual's completion of STIRT CC and transition of care. Signal's care navigation team is responsible for managing all STIRT referrals, in coordination with the referring party, for all residential and continuing care.

3.36.7.10.

3.36.7.11. Providers may also petition the committee for the addition of curricula or treatment methods appropriate to this population.

3.36.7.11.1. STIRT Continuing Care funds may be used to purchase clinically-appropriate primary recovery services and pro-social community re-entry activities.

3.36.7.11.2. Case Manager Salary (Capacity);

3.36.7.12. STIRT providers may submit a proposal to their SIGNAL for funding to implement and support case manager services.

3.36.7.13. Up to three months' rent at an Oxford House chartered or CARR-certified Recovery Residence (Capacity)

3.36.7.14. Maximum monthly costs paid to any recovery residence shall be reimbursed per the Exhibit B-2 Rate Schedule Section VII for the recovery living community.

3.36.7.15. STIRT Continuing Care funds may be allotted to contracted provider agencies to allow maintenance of appropriate staffing to provide STIRT Continuing Care services. (Actual Expenses)

3.36.7.15.1. Allowable expenses for Continuing Care personnel include staff salaries, printing/postage, rent, staff development (must be related to clinical services), staff phone, and indirect costs, allocated in proportion to the benefit to the program.

3.36.7.15.2. Funding for personnel expenses is only available to SIGNAL-contracted Residential providers

3.36.8. Prescription Medication Assisted Treatment Activities and Services

3.36.8.1. The STIRT Prescription Medication Assistance (Rx) funds are allocated to provide assessments and medications for Individuals in treatment with co-occurring mental health

disorders who have no other resources to obtain mental health services and/or medication.

3.36.8.2. STIRT Rx funds provide psychiatric evaluations, psychotropic medications, staff time, and other services associated with co-occurring treatment.

3.36.8.3. These funds are available to Individuals participating in STIRT Residential (ASAM Level 3.5 and/or 3.7) and/or STIRT Continuing Care (ASAM Level 1 and ASAM Level 2.1), regardless of SIGNAL-contracted status of the Provider.

3.36.8.4. STIRT Rx funds are available to all service providers with the appropriate BHA license to provide STIRT CC services, regardless of SIGNAL-contracted status of the provider

3.36.9. Transportation Activities and Services

3.36.9.1. Transportation services may be purchased to transport individuals who have verified transportation barriers to access treatment.

3.36.9.2. Allowable expenses are bus tickets, taxis or car services, and mileage for provider vehicles at the IRS rate. In rural locations that do not have access to transportation services including a bus system or taxi cabs, special arrangements can be made to eliminate transportation barriers.

3.36.9.3. These funds are available to Individuals participating in STIRT Residential (ASAM Level 3.5 and/or 3.7) and/or STIRT Continuing Care (ASAM Level 1 and ASAM Level 2.1).

3.36.9.4. Transportation funds are available to all contracted service providers with the appropriate BHA license to provide STIRT CC services.

3.36.10. Training

3.36.10.1. Training funds are available to help develop STIRT staff skills and keep them knowledgeable of the latest research and advancements for working with the criminal justice populations.

3.36.10.2. Signal shall work with STIRT providers to identify staff training needed to obtain and maintain quality care across the continuum.

3.36.10.3. Training paid for with STIRT funding shall be made available to STIRT residential and Continuing Care programs and staff.

3.36.10.4. When training is developed by a provider and training capacity cannot be met by that provider, the program shall make every effort to fill available training slots with participants from other STIRT residential or Continuing Care program staff before requesting the training.

3.36.10.5. Signal shall submit requests for training to the BHA STIRT Program Manager before costs are incurred. Only approved training shall be reimbursable under this section. Requests should include the following information:

3.36.10.5.1. The training requested,

3.36.10.5.2. The name, position, and credentials of the individual submitting the training request,

3.36.10.5.3. Indication as to whether this training requires an approved trainer;
3.36.10.5.4. The name of the trainer and cost for the training,
3.36.10.5.5. Capacity of the training for number of participants,
3.36.10.5.6. Length of training (days and time),
3.36.10.5.7. Indication as to whether other STIRT programs coordinated the training event with the requesting provider,
3.36.10.5.8. Participants' names, credentials, positions, and programs,
3.36.10.5.9. Location of training, and
3.36.10.5.10. Additional costs.

3.36.10.6. Funds cannot be used to rent a facility/location, pay for staff transportation or lodging, or provide refreshments

3.36.11. Standards and Requirements

3.36.11.1. BHA manages the STIRT program, in coordination with Signal, and with input from stakeholders who make up the STIRT Steering Committee. BHA shall not directly communicate or manage performance with STIRT providers. BHA shall meet with Signal monthly to oversee the management of STIRT programs.

3.36.12. Licensing

3.36.12.1. BHA Substance Use Disorder Treatment agencies providing STIRT intensive residential services must be BHA licensed to provide services to persons Involved in the Criminal Justice System at an ASAM Level 3.5

3.36.12.2. Agencies providing STIRT Continuing Care services must be BHA licensed to provide services to persons Involved in the Criminal Justice System at ASAM Level 1 and/or ASAM Level 2.1 outpatient settings.

3.36.12.3. Agencies providing Withdrawal Management services must be BHA licensed at 3.2 WM (Clinically Managed Residential Withdrawal Management) or 3.7 WM (Medically Monitored Inpatient Withdrawal Management).

3.36.13. Reporting. Items noted below are explained in further detail in Exhibit A: Reporting.

3.36.13 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters
Due Date: 10th day of the month following service.

3.36.14. Payment

3.36.14.1. This service may use a capacity budget or FFS protocol for payment, as indicated in this Agreement.

3.36.14.1.1. If capacity, then this service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

3.36.14.1.2. If FFS, then see rates set forth at Exhibit B: Funding.

3.36.14.1.3. Co-pays for STIRT Continuing Care may not be more than five dollars ($5.00) per person per session.

3.36.14.1.4. Agency may not invoice for vacant FTE serving under STIRT Continuing Care Personnel funding.

3.36.14.1.5. Criteria governing payment for continued service in STIRT residential settings when authorization for ASAM medical necessity expires are found in the Medicaid Residential Treatment Continuing Stay Criteria, incorporated by reference, as may be amended.

Article 3.37: Substance Use Disorder Pre-Release Case Management

3.37.1. Standards and Requirements

3.37.1.1. Agency shall staff a pre-release case managers positions to serve competency-involved incarcerated Individuals with moderate to severe substance use disorder. The clinical case managers will partner with the Office of Civic and Forensic Mental Health Forensic Support Team (OCFMH FST) to coordinate substance use disorder treatment, housing, and outpatient restoration services. A case manager will provide participants with access to dual-diagnosis treatment, connect them to outpatient restoration, explore housing solutions, ensure medication consistency, help navigate community systems, and with benefit acquisition. Upon release from incarceration, the clinical case managers will stay involved with transitioning Individuals ensuring a strong community connection and engagement in both treatment and outpatient restoration.

3.37.2. Target Population

3.37.2.1. Defendant must be in custody and found incompetent to proceed.

3.37.2.2. Meet DSM-V-TR diagnostic criteria for moderate to severe substance use disorder.

3.37.2.3. Documented Serious and Persistent Mental Illness, such as but not limited to:

3.37.2.3.1. Schizophrenia or Schizoaffective-Disorder

3.37.2.3.2. Bipolar with Psychosis

3.37.2.3.3. Post-Traumatic Stress Disorder

3.37.2.3.4. Major Depressive Disorder with a history of suicidality or psychosis

3.37.2.3.5. Other - mental illness is clearly a barrier to addressing criminogenic needs.

3.37.2.3.6. Not currently charged with a felony or misdemeanor sex offense or history thereof.

3.37.2.3.7. The Individual should be willing and able to actively participate in established treatment plans (including medications).

3.37.3. Activities and Services

3.37.3.1. Agency shall provide essential transitional care coordination services, including pre-release contacts, day-of-release warm handoffs, assessments and service planning, and assistance with entitlements, housing, vocational, independent living skills, linkage to community supports (e.g., mental health, substance use, medical providers), advocacy, crisis response, and case conferences.

3.37.3.2. Upon receipt of OCFMH FST referrals and within two (2) business days schedule an Individual intake, process, and request necessary paperwork.

3.37.3.3. Within five (5) business days conduct an intake interview with the Individual.

3.37.3.4. Maintain a caseload of twenty (20) Individuals and conduct at least six (6) face-to-face services per month for all Individual's pre-release and up to sixty (60) days post-release.

3.37.3.5. Agency shall obtain appropriate release of information, when required.

3.37.3.6. Agency shall provide transition progress reports and discharge reports to the FST, relevant jail stakeholders including JBBS which must include the following information:

3.37.3.3 Deliverable Summary
• Initial intake date • Information regarding the number of case management contacts and resource acquisition plans. • Recommendations for adjunct services (as needed) • Barriers to release from jail or community re-entry • Any additional information to the successful transition • CoBHRM records for treatment admissions • Encounters for treatment admissions
Due Date: 15th day following the end of the quarter; 10th of the month following service for CoBHRM records and encounter data

3.37.3.7. Agency shall report any changes in intake times, discharge plans in writing via email prior to the actual change to OCFMH FST, relevant jail stakeholders including JBBS.

3.37.3.8. Agency will notify the OCFMH FST within twenty-four (24) hours, via phone call, email, if the referred Individual fails to attend initial services and/or is discharged from case management services (both successfully and unsuccessfully).

3.37.3.9. Responsibilities of the OCFMH FST:

3.37.3.9.1. The OCFMH FST will be responsible for the referral of Individuals to Agency for services, but there is no guarantee of referral or a specific number of referrals to Agency.

3.37.3.9.2. The OCFMH FST will obtain all necessary Release of Information (ROI) and provide Agency with pertinent Individual information.

3.37.3.9.3. The OCFMH FST will participate in developing the plan for each referral.

3.37.3.9.4. The OCFMH FST will work with Signal and Agency to reduce barriers to success.

3.37.3.9.5. The OCFMH FST will inform Agency of concerns related to Individuals (significant life changes, barriers to release, changes to criminogenic risk or clinical acuity).

3.37.3.10. Assessments and Documentation:

3.37.3.11. The OCFMH FST will provide Agency with the Individual's competency evaluation and related assessments (LSI-R) information (according to policy and release of information) to assist with identifying the Individuals protective factors, strengths, and criminogenic risks/needs.

3.37.4. Standards and Requirements

3.37.4.1. Responsibilities of the Pre-release Substance Use Disorder Case Manager

3.37.4.2. Agency shall collaborate professionally and effectively with Jail Based Behavioral Health Services, county jail mental health providers, jail medical providers, the Forensic Support Team including forensic navigators and program coordinators, Bridges -court liaisons and other relevant stakeholders (jail deputies, probation officers, pretrial services, community mental health, outpatient restoration providers).

3.37.4.3. Agency shall return any phone calls or electronic communications from OCFMH FST and relevant jail stakeholders including JBBS within five (5) business days.

3.37.5. Staff Credentials and Training

3.37.5.1. Bachelor's degree in counseling, Psychology, Social Work, Criminal Justice OR Human Services related fields preferred.

3.37.5.2. One year experience working with behavioral health and criminal justice populations is preferred.

3.37.5.3. Ability to learn rules, regulations and security procedures required by the county jail.

3.37.5.4. Ability to pass jail background check and orientation.

3.37.5.5. Must be able to work in diverse environments such as homeless shelters, service facilities, streets, offices, and all other locations as necessary to fulfill program objectives.

3.37.5.6. Knowledge and skill in the application of Disease mitigation and overdose prevention and response, Critical Time Intervention, Motivational Interviewing, Trauma-Informed Care, and Housing First Principles.

3.37.6. Payment

3.37.6.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.38: Colorado System of Care for Children and Youth

3.38.1. Service Description and Objectives

3.38.1.1. The Behavioral Health Administration is implementing a project supported by the Substance Abuse and Mental Health Services Administration (SAMHSA) to expand and

sustain the System of Care approach for children and adolescents with serious behavioral health challenges and their families.

3.38.1.2. The Colorado System of Care expansion and sustainability project allows Colorado to help develop an integrated and sustainable System of Care at the state and local levels to strengthen services and support for children, youth, and families with complex needs.

3.38.1.3. Core values in a System of Care are:

3.38.1.3.1. Family driven and youth guided, with the strengths and needs of the child/youth and family determining the types and mix of services and supports provided.

3.38.1.3.2. Community-based, with the locus of services, as well as system management, resting within a supportive, adaptive infrastructure of structures, processes, and relationships at the community level; and

3.38.1.3.3. Culturally and linguistically competent, with agencies, programs, and services that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports.

3.38.2. Target Population and Eligibility

3.38.2.1. Children and youth ages birth to twenty-one (21) years, who have a diagnosable mental health condition and are involved in multiple systems/services and/or who have complex needs shall be identified as eligible for enhanced high-fidelity wraparound. Agency may serve qualifying children and youth with either residence or placement in, or those who are unhoused and located within the BHASO's region.

3.38.3. Activities and Services

3.38.3.1. Agency shall use enhanced high-fidelity wraparound to coordinate care for children and youth who have a diagnosable mental health condition and are involved in multiple systems/services, and/or have complex needs.

3.38.3.2. Using wraparound for children and youth at risk of out-of-home placement, or returning from out-of-home placement, whether through child welfare, juvenile/criminal justice, or psychiatric inpatient care; OR homeless or at risk of becoming homeless.

3.38.3.3. Using wraparound to help meet the needs of culturally diverse children, youth, and families with complex needs.

3.38.3.4. Agency shall implement enhanced high-fidelity wraparound with family support partners (FSP) to all families in the wraparound program, unless otherwise approved by BHA. Communities are strongly encouraged to develop and offer youth support partners (YSP) as well. If utilized, youth support partners shall be credentialed utilizing the BHA-approved credentialing process.

3.38.3.5. Agency shall enroll as Medicaid provider and bill Medicaid for eligible services for Medicaid members.

3.38.3.6. Services provided to eligible children, youth, and families shall include the following:

3.38.3.6.1. An Enhanced Standardized Assessment and Colorado CANS

3.38.3.6.2. High-Fidelity wraparound
3.38.3.6.3. Family Peer support
3.38.3.7. Other allowable activities include the following:
3.38.3.7.1. Youth peer support/advocacy
3.38.3.7.2. Caregiver interventions, such as intensive psychoeducation, coaching, and support services designed to improve the caregivers' ability to care for children/youth with mental health challenges, use effective caregiving strategies, and improve the caregiver's relationship with the child/youth
3.38.3.7.3. Developing a System of Care infrastructure such as cooperative agreements, MOUs, or contracts with partner agencies
3.38.3.7.4. Interpretation services for families in wraparound whose preferred language is one other than English, or whose communication needs include, but are not limited to, modalities such as ASL.
3.38.3.7.5. Providing allowable flex funds to pay for services and supports identified as clinically appropriate and as an allowable expense in Individuals' wraparound plans for which no other funding stream is available
3.38.3.8. Data collection, analysis, and reporting
3.38.3.8.1. Additionally, the Agency shall meet the following contract requirements:
3.38.3.8.2. Attend virtual COACT/SOC meetings.

3.38.4. Deliverables

3.38.4 Deliverable Summary
Agency shall submit quarterly IPP data into SPARS on the 15th day per quarter of the following months: January, April, July and October. The IPP data is to be submitted into SPARS and the quarterly IPP data reports are submitted electronically into SPARS by project management. Signal shall be notified when the report has been completed. Additionally: • CoBHRM records • Encounters
Due Date: 15th day following the end of the quarter; 10th of the month following CoBHRM records and encounters

3.38.5. Assessments and Documentation

3.38.5.1. Enhanced HFW services will be accessed through a referral to the Child and Youth Mental Health Treatment Act (CYMHTA) as part of the Enhanced Standardized Assessment process, and as part of the assessment's clinical recommendations. Agency shall follow all guidelines in Article 3.30 (Screening, Assessment, Diagnosis).

3.38.5.2. The Enhanced HFW service plan shall identify individualized, person-centered goals related to mitigating risks and managing assessed needs. The service plan shall identify relevant outcome measures and timeframes for assessing progress toward goals.
3.38.5.3. The Agency shall document goal progress within the Individual's record.
3.38.5.4. Progress towards the service plan goals shall be assessed at a minimum, by utilizing the CO CANS assessment tool, at a minimum every ninety (90) days, or when the Individual experiences a significant change in status.
3.38.5.5. A change in status is indicated when an Individual is assessed to be at risk of adverse outcomes, which may include, but is not limited to:
3.38.5.5.1. a behavioral health crisis,
3.38.5.5.2. change in physical health, or
3.38.5.5.3. change in housing status.
3.38.5.5.4. The service plan shall be updated as required by the Individual's assessed needs and treatment progress.
3.38.5.6. Agency's HFW team shall utilize the initial CO CANS to assist in team consensus regarding the Individual's treatment planning and level of care.
3.38.5.7. Agency's HFW team shall update an individual's treatment plan at least every ninety (90) days and utilizes an updated CO CANS tool to guide treatment planning.
3.38.5.8. Ongoing comprehensive assessments shall be documented in the Individual's record and shall include as available, but is not limited to:
3.38.5.8.1. Identification and demographic information
3.38.5.8.2. Primary complaint/reason for seeking services
3.38.5.8.3. Including onset of symptoms and severity of symptoms
3.38.5.8.4. Mental health history, including but not limited to:
3.38.5.8.4.1. Suicidal risk or ideation
3.38.5.8.4.2. Homicidal ideation
3.38.5.8.4.3. Substance use and substance use withdrawal history
3.38.5.8.4.4. Physical and dental health status, if applicable, a diagnosis with sufficient supporting criteria
3.38.5.8.4.5. Any subsequent changes in diagnosis
3.38.5.9. A mental health examination(s) for Individuals who receive a diagnosis
3.38.5.10. When completing a mental status exam, personnel shall consider other diagnoses or disabilities that may impact motor and speech activity
3.38.5.11. History of involuntary treatment
3.38.5.12. Advance directives, including medical and psychiatric
3.38.5.13. Capacity for self-sufficiency and daily functioning
3.38.5.14. Cultural factors that may impact treatment which may include, but is not limited to:
3.38.5.14.1. Age
3.38.5.14.2. Ethnicity

3.38.5.14.3. Linguistic/communication needs
3.38.5.14.4. Gender
3.38.5.14.5. Gender-identity
3.38.5.14.6. Sexual orientation
3.38.5.14.7. Relational roles
3.38.5.14.8. Spiritual beliefs
3.38.5.14.9. Socio-economic status
3.38.5.14.10. Geographic location (frontier, urban, rural, mountain)
3.38.5.14.11. Personal values
3.38.5.14.12. Level of acculturation and/or assimilation
3.38.5.14.13. Coping strategies
3.38.5.14.14. Education, vocational training, and military service
3.38.5.14.15. Family and/or social relationships
3.38.5.14.16. Trauma and trauma history
3.38.5.14.17. Physical and/or sexual abuse or perpetration and current risk
3.38.5.14.18. Legal issues that may impact behavioral health outcomes
3.38.5.14.19. Issues specific to children, including but not limited to:
3.38.5.14.19.1. Growth and development
3.38.5.14.19.2. Daily activities
3.38.5.14.19.3. Legal guardians
3.38.5.14.19.4. Need for family involvement and engagement in the child's treatment
3.38.5.14.19.5. Strengths, abilities, and interests
3.38.5.14.19.6. Barriers to treatment
3.38.5.15. A child and family team (CFT) meeting shall be coordinated by Agency and occur within fourteen (14) calendar days of completion of the initial assessment;
3.38.5.16. The Child and Family Team Meeting must include the youth and all family members identified by the youth, as well as all service providers (voluntary and involuntary), informal supports (coaches, neighbors, friends), educational partners, and any other persons relevant to the youth's care. This meeting will establish and review treatment goals and progress, establish and review the family's crisis plan, and identify the needs and strengths of the youth and family.
3.38.5.17. The Care Coordinator shall develop short- and long-term clinical goals for the child/youth and family based on the initial CO CANS.
3.38.5.18. The Care Coordinator shall utilize other tools as identified by BHASO, including self-report.
3.38.5.19. The Care Coordinator shall adhere to all ethical and legal requirements regarding duty to warn, duty to protect, and duty to report suspected abuse or neglect during the course of the Enhanced HFW process and services.
3.38.5.19.1. Agency shall ensure all Enhanced HFW services and corresponding activities are documented in a central, HIPAA-compliant database.

3.38.6. Standards and Requirements

3.38.6.1. The BHASO shall receive requests for Enhanced Standardized Assessments and services through its published contact point(s) (one or more of the following: website, phone, email). The requests shall be initiated by the parent or legal guardian (responsible person) of the child or youth. The BHASO's contact point(s) for the team overseeing assessments will also serve as the primary point of contact for community partners, stakeholders, and BHA program staff.

3.38.6.2. All methods and procedures used by the Agency to assess, evaluate, and treat an Individual shall be developmental and age-appropriate, culturally and linguistically appropriate, and trauma-informed.

3.38.6.3. All methods and procedures used to assess, evaluate, and treat an Individual shall be able to be provided in the preferred language or communication method (*e.g.*, ASL).

3.38.6.4. If Agency that has or is seeking a SUD sub-endorsement for any treatment recommendations, the assessment shall:

3.38.6.4.1. Use the ASAM level of criteria as a guide for assessing and placing Individuals into the appropriate level of care.

3.38.6.4.2. Document information gathered on the six (6) dimensions outlined in the ASAM criteria for assessments

3.38.6.4.3. Utilize the decisional flow process as outlined in the ASAM criteria to determine and document the assessed level of care.

3.38.6.5. Additional assessment requirements may be required for specific endorsements.

3.38.6.6. Agency shall ensure the wraparound provider network maintains or consistently improves fidelity to the wraparound (NWIC) principles as measured by a BHA-approved fidelity tool. The NWIC principles are:

3.38.6.6.1. Family Voice and Choice

3.38.6.6.2. Team-Based

3.38.6.6.3. Natural Supports

3.38.6.6.4. Collaboration

3.38.6.6.5. Community-Based

3.38.6.6.6. Culturally Competent

3.38.6.6.7. Individualized

3.38.6.6.8. Strengths-Based

3.38.6.6.9. Outcome-Based

3.38.6.6.10. Persistence

3.38.6.7. Fidelity measures may include nationally accepted HFW standardized tools (such as the Document Assessment and Review Tool (DART) and the Wraparound Fidelity Index (WFI) as well as observation of CFT meetings, documentation review, and surveying Child and Family Team members.

3.38.6.8. Wraparound shall be implemented according to the guidelines determined by BHA In cooperation with the National Wraparound Initiative.

3.38.6.9. The Agency shall adhere to the Culturally Appropriate and Linguistic Services (CLAS) Standards as outlined by the U.S. Department of Health and Human Services including using best practices for language interpretation.

3.38.7. Service Hours

3.38.7.1. Enhanced HFW shall occur during the Agency's business hours. Business hours shall be posted on Signal's website and BHA shall be notified of all changes to routine business hours thirty (30) days prior to any changes.

3.38.8. Service Targets

3.38.8.1. Agency shall serve a minimum of 45 families within the region each state fiscal year, with High-Fidelity Wraparound and peer support for at least six (6) months each, with baseline, six (6) months, and discharge CO CANS at a minimum, as well as any (NWIC) Colorado Wraparound Fidelity Tool, entered into the appropriate data systems for each. The average episode of care is typically at least twelve (12) months. The episode of care in wraparound should be determined by the consensus of the wraparound team, utilizing the Colorado CANS Decision Support Model and any other decision-making tool as required by BHA. Eligible families shall have a child or youth ages birth to twenty-one (21) years with a diagnosable mental health challenge and complex needs sufficient to require high-fidelity wraparound, and consent of the family.

3.38.9. Staff Credentials and Training

3.38.9.1. Assessment tools, such as the Colorado CANS shall be performed by staff who are credentialed in the CO CANS tool.

3.38.9.2. Each Wraparound Supervisor must have access to an independent and currently licensed clinician in Colorado in the mental health field (including but not limited to LCSW, LPC, LMFT).

3.38.9.3. Each care coordinator and family (and youth) support partner shall be supervised by a credentialed wraparound supervisor with oversight by a credentialed wraparound coach, based on the BHA enhanced HFW model and training requirements. All wraparound staff shall complete all training requirements determined by BHA and make ongoing progress with credentialing (measured quarterly). Credentialing progress should be documented in the employee's file and may be audited by the BHA as needed.

3.38.9.4. Wraparound providers shall adhere to the following caseloads for staff: no more than eight to ten (8-10) families at a time for care coordinators per 1.0 FTE, and no more than fifteen (15) families at a time for support partners per 1.0 FTE.

3.38.9.5. The Agency shall ensure Enhanced High-Fidelity Wraparound supervisors are credentialed by a certified coach, based on the BHA enhanced HFW model, as well as

employing and utilizing credentialed coaches, supervisors, care coordinators, and family support partners.

3.38.9.6. High Fidelity Wraparound (HFW) Certification through the workforce capacity center is required for Supervisors, Care Coordinators, and Family Support Partners under the COACT grant. Prior to the Workforce Capacity Center's launch, NWIC foundational trainings funded by BHA are required for any providers without prior COACT HFW credentialing. They are encouraged and available for any other providers who will be offering HFW within the Colorado System of Care.

3.38.9.7. The wraparound staff shall adhere to the credentialing process outlined by the BHA which, at a minimum, requires a mastery of skills for each phase of wraparound, regular supervision by a credentialed supervisor, and coaching as needed, as determined by the BHA Enhanced HFW model.

3.38.9.8. Care Coordinators shall have either a Bachelor's degree, or professional experience may be substituted on a year-by-year basis; and at least one year of experience working with children/youth or families in a behavioral health or educational setting.

3.38.9.9. Family support partners shall have either a high school diploma or GED, or work experience may be substituted on a year-by-year basis; and lived experience caring for a child with a serious mental health challenge and system involvement. Ideally, family support partners should be similar to the target population in cultural background and language(s) spoken.

3.38.10. Payment

This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.39: Sage Ridge Supportive Residential Community

3.39.1. Standards and Requirements

3.39.1.1. The Supportive Residential Community (SRC), is a community where residents can recover from homelessness, find long-term housing stability, and reintegrate into their community of choice. The SRC shall provide a continuum of care informed by American Society of Addiction Medicine Standards (ASAM), which shall be available to people coming from the transitional housing program and to the general public deemed to be in medical need of care.

3.39.1.2. The Colorado Department of Local Affairs Division of Housing (DOH) contracts the funding for this project to the Colorado Department of Human Services, Behavioral Health Administration (BHA) to contract with a Behavioral Health Administrative Services Organization (BHASO) for purposes of providing withdrawal management and substance use disorder services on the Supportive Residential Community (SRC) Campus located at 28101 East Quincy Avenue, Watkins, CO 80137.

3.39.1.3. Agency shall provide services for ASAM level 3.2WM or 3.7WM, withdrawal management, ASAM 3.7 medically-monitored residential treatment, ASAM level 3.5, clinically managed high-intensity residential treatment, ASAM 2.1 intensive outpatient substance use disorder (SUD) services, and ASAM 1.0 outpatient SUD services. Additionally the Agency shall offer recovery support services.

3.39.1.4. Withdrawal Management Services should be offered onsite preferably but could be offered through coordination with offsite facilities that includes transportation and active transfer by staff of the offsite facility or the SRC.

3.39.1.5. Withdrawal Management Services shall be performed in accordance with requirements set forth in Part 5.6 (ASAM Level 3.2-WM) and/or 5.10 (ASAM Level 3.7-WM) as well as all applicable regulations in Chapter 2 and Chapter 5 of 2 CCR 502-1.

3.39.1.6. Behavioral Health Residential Services shall be performed in accordance with requirements set forth in Chapter 5 of 2 CCR 502-1.

3.39.2. Target Population and Eligibility

3.39.2.1.

3.39.2.1.1. Signal shall provide technical assistance and subject matter expertise to DOH and BHA in support of activities funded under this Statement of Work.

3.39.2.2. Signal shall provide training, technical assistance, and monitoring of Agency.

3.39.2.3. Signal shall monitor overall progress and quality of the SUD services, both the methods used to develop it and the end deliverables.

3.39.2.4. Signal shall manage monitoring and evaluation through the monitoring and evaluation process.

3.39.2.5. BHA, Signal, and Agency, shall adhere to the collaborative Framework for Joint Operations of Sage Ridge Supportive Residential Services established during implementation between DOH, BHA, Signal, Agency, and Transitional Housing provider.

3.39.3. Activities and Services

3.39.3.1. The onsite Substance Use Treatment at the SRC is as defined by ASAM Care Continuum for Addiction Treatment, as shown in Figure 1. The operational costs assume the following levels of treatment and recovery services:

3.39.3.1.1. Level 3 Residential:

3.39.3.1.1.1. Level 3.7 is Medically Monitored Residential.

3.39.3.1.1.2. Level 3.5 is Clinically Managed High-Intensity Residential.

3.39.3.2. Level 2 Intensive Outpatient:

3.39.3.2.1. Level 2.1 is IOP services consisting of at least 9 hours and no more than 20 hours per week of treatment.

3.39.3.3. Level 1 Outpatient:

3.39.3.3.1. Level 1 outpatient treatment consists of treatment for substance use that is less than 9 hours a week. Level 1 is appropriate for people with less severe disorders, or as a step down from more intensive services.

3.39.3.4. Withdrawal Management

3.39.3.4.1. Level 3.7WM is Medically Monitored Inpatient Withdrawal Management.

3.39.3.4.2. Level 3.2WM is Clinical-Managed Residential Withdrawal Management.

3.39.3.5. Controlled Substance License from BHA.

3.39.3.6. Recovery Support Services.

3.39.3.7. Treatment Volume and Service Model

3.39.3.7.1. Anticipated treatment volume is as follows:

3.39.3.7.1.1. SUD Residential Treatment (ASAM 3.5 and 3.7)

3.39.3.7.1.1.1. Two patients per room or 12 per pod.

3.39.3.7.1.1.2. 24 in ASAM 3.5 and 12 in ASAM 3.7

3.39.3.7.1.2. Intensive Outpatient (ASAM 2.1)

3.39.3.7.1.2.1. 50 people staying 6 weeks in the on-campus Transitional Housing component.

3.39.3.7.1.3. Outpatient Treatment (ASAM 1.0)

3.39.3.7.1.4. Service Model

3.39.3.7.1.4.1. Substance Use Treatment services staff shall provide services using current best practice models, such as Housing First, Medication Assisted Treatment, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care. Other services and treatment models, such as Assertive Community Treatment (ACT), or Intensive Case Management, may be coordinated with or incorporated into the services programming based on the Participants served. The delivery of all services will be guided by the principles of cultural competence, recovery and resiliency, with an emphasis on building Participants strengths and resources in the community with family, and with Participant peer/social network.

3.39.3.8. Service Hours

3.39.3.8.1. Withdrawal Management and Residential Services shall be open 24 hours a day, 7 days a week.

3.39.3.8.1.1. Admissions to Withdrawal Management should be available 24 hours a day, 7 days a week.

3.39.3.8.1.2. Admissions to residential treatment modalities may be scheduled at regular intervals, Monday-Friday, but may be more often.

3.39.3.8.1.3. IOP and OP services should at a minimum be available Monday-Friday.

3.39.3.9. Agency shall complete a Treatment Episode Report CoBHRM submission for each applicable Individual per the technical specification guidelines provided by BHA to Signal:

3.39.3.9 Deliverable Summary
The following items should be delivered: • CoBHRM records

• Encounters
Due Date: 10th day following the end of the month

3.39.4. Payment

3.39.4.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 3.40: Pregnant and Parenting Women's SUD Services

3.40.1. Standards and Requirements

3.40.1.1. The goal of this article is to provide Women's substance use and co-occurring treatment for pregnant individuals and women with dependent children to maximize the chance of positive maternal and child health outcomes, to prevent child maltreatment, and to effectively meet the specialized treatment and recovery needs of pregnant and parenting women.

3.40.1.2. The Agency shall provide a continuum of women's treatment in its region that conforms to requirements specified in the Substance Abuse Prevention and Treatment (SAPT) Block Grant 45 CFR 96.120 through .137.

3.40.1.3. Agency will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

3.40.1.4. Services shall be provided in an environment that emphasizes physical and emotional safety as a primary consideration. Services shall be provided by staff trained to recognize and address symptoms of trauma, and treatment providers must have policies and practices that prevent re-traumatization.

3.40.1.5. Pregnant and Parenting Women's SUD Services shall be performed in accordance with Chapter, 2, Chapter 5, and Chapter 9 of 2 CCR 502-1, and 45 CFR § 96.120 through 96.137.

3.40.2. Target Population

3.40.2.1. Agency shall serve all pregnant and parenting women who request SUD treatment and/or recovery supportive services including Individuals who may be:

3.40.2.1.1. Medicaid eligible

3.40.2.1.2. Uninsured and/or underinsured and

3.40.2.1.3. Individuals under three hundred percent (300%) of the Federal Poverty Line.

3.40.3. Activities and Services

3.40.3.1. This program area covers both residential and outpatient substance use and co-occurring treatment services for women and their families. Services include women's single gender residential treatment, outpatient and intensive outpatient treatment, and ancillary services to increase access to care.

3.40.3.2. In order to respond to the specific needs of pregnant and parenting women seeking substance use and co-occurring treatment, the Agency shall:

3.40.3.2.1. Treat the family as a unit and admit both women and their infants/young children into treatment and recovery services, if appropriate, and at minimum, provide or arrange for the provision of the following services:

3.40.3.2.2. Primary medical care including prenatal/postpartum care, for women who are receiving substance use services.

3.40.3.2.3. Childcare while the women are receiving therapeutic and/or medical services.

3.40.3.2.4. Primary pediatric care for the women's children, including immunizations.

3.40.3.2.5. Screening of children's developmental and social/emotional needs and concerns.

3.40.3.3. Provide women's specific and evidence-based substance use disorder treatment including: individual, group and family therapy, recovery skills development, medication-assisted treatment, peer support, case management/care coordination, relapse prevention and emotional coping strategies.

3.40.3.4. Provide therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their potential issues of sexual abuse, physical abuse, and neglect.

3.40.3.5. Screen Individuals for perinatal mood and anxiety disorders using a validated tool and coordinate further assessment and treatment, as indicated.

3.40.3.6. Provide health education groups that are didactic in nature and cover such topics as prevention of communicable diseases, child development, parenting skills, reproductive healthcare, healthy relationships, and other health concerns.

3.40.3.7. Provide or arrange for the provision of therapeutic interventions for children in custody of women in treatment which may, among other things, address children's developmental, social/ emotional needs, and presenting concerns.

3.40.3.8. Interventions may include, but aren't limited to: infant and early childhood mental health assessments; interventions that strengthen the parent-child relationship and mitigate the impacts of trauma.

3.40.3.9. Provide sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

3.40.3.10. Agency shall allow infants and young children to remain with their parent in residential treatment wherever possible and provide or coordinate provision of childcare while Individuals are engaging in therapeutic and/or medical care.

3.40.3.11. Agency shall provide program details including age of children allowed, if it is a co-occurring program, childcare offerings, and other unique program factors:

3.40.3.11 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters

Due Date: 10th day following the end of the month

3.40.3.11 Deliverable Summary
Depending on service, offered Agency will be provided with a reporting form to report the following: • Number of pregnant individuals seeking entry • Number of pregnant individuals who did not gain entry • Number of those individuals for whom entry into a comparable treatment program was facilitated • Number of individuals who received interim services • Age of children allowed • Childcare offerings • Other unique program factors
Due Date: 15th day following the end of the quarter

3.40.4. Standards and Requirements

3.40.4.1. Services shall be provided in an environment that emphasizes physical and emotional safety, where safety of the mother/child dyad takes precedence over all other considerations in treatment.

3.40.4.2. Families are treated as a unit, with the Individual's self-identified family included in treatment wherever possible and not contraindicated

3.40.4.3. Treatment is provided in a women-only therapeutic environment.

3.40.4.4. Program services shall address trauma issues currently manifesting in the Individual's life, either through direct service provision or by referral.

3.40.4.5. Naloxone is dispensed to pregnant or postpartum Individuals at intake and discharge and is paired with education about how to use it.

3.40.4.6. Priority admission to treatment must be given to all pregnant or perinatal individuals who contact or are referred to Pregnant and Parenting Women's SUD Services. Admission must take place within 48 hours of first contact. In the event that the Agency has insufficient capacity to provide treatment services within 48 hours of first contact to any pregnant woman seeking services, Signal/Agency shall:

3.40.4.6.1. Ensure that the BHASO's Care Coordination team is notified for assistance with admission to treatment services.

3.40.4.6.2. Maintain a continually updated system to identify treatment capacity and match pregnant or perinatal women seeking treatment with a comparable facility that has capacity.

3.40.4.6.3. After making every attempt to facilitate the individual's entry into Pregnant and Parenting Women's SUD Services, if no facility has capacity to admit the pregnant or

perinatal woman within 48 hours, Signal/Agency must make available interim services in compliance with 2 CCR 502-1, 9.1.5.D and 45 CFR 96.131(d) until the woman is admitted into treatment.

3.40.4.6.3.1. Interim services include the following, at minimum:

3.40.4.6.3.1.1. Referral for prenatal/postpartum care;

3.40.4.6.3.1.2. Information on the effects of alcohol and drug use on the fetus and perinatal individual;

3.40.4.6.3.1.3. Daily phone contact with the individual for those seeking residential care; and,

3.40.4.6.3.1.4. Education regarding the transmission and prevention of communicable diseases such as HIV/AIDS, Tuberculosis, Syphilis, and Hepatitis A, B and C.

3.40.4.6.3.1.5. Where possible, all requirements found in 3.12.6.5(f) should also be applied to perinatal individuals in compliance with 45 CFR 96.131(d).

3.40.4.6.4. If providing a Medicaid-reimbursable service, BHASO Network providers shall be enrolled with Medicaid and have contracts with multiple if not all RAEs to serve the Medicaid population.

3.40.4.6.5. Agency shall assure continuity of care for each Individual across all involved Network providers through the entire course of treatment. This shall be accomplished by providing case management services which include service planning and utilization review, referral, and establishing linkages with other community resources.

3.40.4.6.6. Every effort shall be made to admit and retain eligible pregnant and parenting women in treatment. If a pregnant or parenting woman is not able to enter or remain in treatment due to clinical or other issues, the Agency must make every effort to coordinate admission in the most appropriate treatment setting.

3.40.4.6.7. Agency may not discharge program participants solely for failure to abstain from substance use.

3.40.4.6.8. Signal and Agency shall collaborate on BHASO's Outreach campaign for Pregnant and Parenting Women's SUD Services to raise awareness and utilization of these services.

3.40.5. Levels of Care

3.40.5.1. ASAM Level 3.1, clinically managed low-intensity residential services

3.40.5.2. ASAM Level 3.5, clinically managed high intensity residential treatment

3.40.5.3. ASAM Level 3.7, medically managed high intensity residential treatment

3.40.5.4. ASAM Level 1, outpatient treatment

3.40.5.5. ASAM Level 2.1, intensive outpatient treatment

3.40.5.6. Levels of care may be combined with Medicaid approved MAT that is reimbursed outside of per diem residential treatment costs.

3.40.6. Staff Credentials and Training

3.40.6.1. Agency must have a BHE license for SUD treatment, with endorsements for residential and/or outpatient levels of care and Women's and Maternal Behavioral Health modalities.

Practitioners and counselors must have Certified Addiction Technician (CAT), Certified Addiction Specialist (CAS) or Licensed Addiction Counselor (LAC) certification and training/experience in providing women-specific services to individuals who are pregnant and parenting.

3.40.7. Payment

3.40.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

3.40.7.2. Agency may fund Pregnant and Parenting Women's SUD and co-occurring treatment when an Individual's Medicaid eligibility expires, but the Individual is determined to have clinical need to continue in the same enhanced treatment program.

Part 4: State Opioid Response Grant

Article 4.1: General Provisions (SOR)

4.1.1. Eligibility

4.1.1.1. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

4.1.1.2. Agency shall to report client level data to Signal. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.

Article 4.2: Medications of Opioid Use Disorder (SOR)

4.2.1. Service Description and Objectives

4.2.1.1. Medications used for Medication Assisted Treatment (MAT) are evidence-based treatment options, and the Federal Drug Administration (FDA) has approved several different medications to treat opioid use disorders (MOUDs). The primary purpose is to provide MOUD to uninsured Coloradans by OTPs and other MAT providers offering buprenorphine, methadone, or depot-naltrexone treatment within BHASO regions to remove cost barriers of accessing treatment.

4.2.2. Target Population and Eligibility

4.2.2.1. The intended Individuals for this project are people with a current or historic diagnosis of stimulant or OUD who qualify for treatment at an OTP facility or other MAT provider who are also underinsured/uninsured in accordance with the BHA eligibility protocol.

4.2.3. Activities and Services

4.2.3.1. Medications for Opioid Use Disorder (MOUD):

4.2.3.1.1. MOUD services are provided at either specially licensed OTP facilities or medical providers with the proper prescription authority to people with opioid use disorder.

4.2.3.1.1.1. This funding can also be used to provide depot naltrexone or buprenorphine outside of OTP facilities, including lockboxes and other safe storage needs. Specifically, medical offices may also provide these services, as long as the Individual is uninsured/underinsured and has no other payer.

4.2.3.1.1.2. Buprenorphine should only be provided in the context of a thorough treatment assessment where a prescriber is either attached to a treatment program or there is a written agreement between a treatment Agency and a prescriber that includes verifying the Individual receives concurrent psychosocial counseling.

4.2.3.1.2. Agency shall offer appropriate concurrent psychosocial counseling in addition to the medications.

4.2.3.2. Opioid Treatment Program (OTP):

4.2.3.2.1. The intended recipients of OTP services include Individuals dependent on opiates or opioids for whom the OTP physician has determined that medication maintenance is appropriate and likely to help the Individual recover.

4.2.3.2.2. OTP services shall include all aspects of care required within OTPs including physical examination of the Individual, required medical screening tests, individual, group and family therapy, medication dispensing and observation, urine specimen collection, testing and counseling, case management and peer recovery coaching.

4.2.3.2.3. All funded facilities must maintain the controlled substance license and the Opioid Treatment Program license.

4.2.3.2.4. The services provided shall only be delivered at the ASAM Level OTP level of care.

4.2.3.2.5. OTP facilities provide services in accordance with BHA, SAMHSA, and Drug Enforcement Agency (DEA) rules.

4.2.4. Licensing Requirements

4.2.4.1. Agency must be licensed by BHA as a Behavioral Health Entity (BHE) with an SUD Treatment endorsement at any ASAM Level. Additionally, Agency must maintain the following:

4.2.4.1.1. BHA controlled substance license

4.2.4.1.2. Drug Enforcement Agency registration

4.2.4.1.3. SAMHSA accreditation

4.2.5. Reporting

4.2.5 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters • SUPRTs: Agency shall complete SUPRT for every Individual who is served using SOR funding.
Due Date: 10th day of the month following service.

4.2.6. Payment

4.2.6.1. This service shall use services will use FFS and case rates in Exhibit B: Funding

4.2.6.1.1. OTP facilities and other providers may charge a weekly copay of up to twenty-five dollars ($25) for Individuals whose income is between two hundred and three hundred percent (200% and 300%) of the Federal Poverty Level, and a weekly copay of up to ten dollars per week ($10/week) for Individuals whose income is up to two hundred percent (200%) of the Federal Poverty Leve

4.2.6.2. This service is covered by Medicaid through the Regional Accountability Entities (RAEs). Agency must be enrolled with one or more RAE and able to successfully bill those RAEs for Individuals with Medicaid.

4.2.6.3. All subcontracted providers of MAT are expected to serve Individuals with Medicaid or commercial insurance

Article 4.3: Peer Navigators for Treatment Engagement (SOR)

4.3.1. Service Description and Objectives

4.3.1.1. Agency will provide peer staff to outreach and engage Individuals with OUD or stimulant use disorder with a goal of referral into disease mitigation and overdose prevention and response, treatment, and recovery services. Similarly, these recovery peers will also support those with a stimulant use disorder to access appropriate substance use disorder disease mitigation and overdose prevention and response, treatment and recovery support services. The goal of this support is to connect people in need of support services within their communities and across the state.

4.3.2. Target Population

4.3.2.1. The intended Individuals of the program are Individuals with OUD and stimulant use disorders.

4.3.3. Activities and Services

4.3.3.1. The Agency shall employ peer navigators to engage Individuals and community partners serving the criminal justice population. These navigators' primary interface will be with county jails, local sheriff and police departments, reentry organizations, Colorado Department of Corrections, community corrections, diversion programs, probation,

parole, recovery community organizations focused on the adjudicated population, judicial districts, municipal court systems and alternative court systems.

4.3.3.2. Peer Navigator Activities:

4.3.3.2.1. Peer navigators will work in the community and outreach to stakeholders to reach Individuals with OUD and stimulant use disorders and refer them to treatment services.

4.3.3.2.2. Peer navigators will work closely with all providers of MAT within their BHASO Region (including OTPs, OBOTs, hospitals) to serve as a connection between the people and systems in need of treatment and the providers offering treatment.

4.3.3.2.3. Peer navigators will build working relationships with hospitals, community heroin or opioid strategy work groups, disease mitigation and overdose prevention and response organizations, recovery communities, and law enforcement to educate, engage and facilitate effective treatment referrals. Peer navigators shall make contact (telephonic or in person) with these entities at least once per month.

4.3.3.2.4. Peer navigators may carry naloxone for distribution to high-risk Individuals and for potential use in the field, if they are approved by CDPHE through standing orders. Every person who receives a kit shall be educated by the peer navigator on its proper use, given information on MAT (if not participating in MAT), and educated about the OpiRescue application. Peer navigators will train and encourage Individuals receiving kits in this way to track any use of naloxone for a reversal in the OpiRescue application.

4.3.3.3. Assessments and Documentation:

4.3.3.3.1. Agency will provide quarterly reports from peer navigators for treatment engagement and provide data on quarterly activity to Signal.

4.3.3.4. Participation in Evaluation

4.3.3.4.1. Peer navigators shall participate in data collection and program evaluation efforts as requested by BHA or a BHA-contracted evaluator, subject to Individual consents where applicable. Participation may include reporting aggregate numbers of Individuals connected to MAT services, focus groups, interviews, or surveys.

4.3.3.4.1.1. Information collected and delivered to BHA via BHA's contracted evaluator or directly to BHA by Agency upon receipt by BHA will be shared with the appropriate BHASO; unless the report is categorically subject to BHA reviews, in which case the information will be shared with the appropriate BHASO as soon as the quality assurance approvals are complete.

4.3.3.4.1.2. Agency peer navigators shall participate in data reporting and program evaluation activities in collaboration with BHA and a BHA-contracted evaluator. Agency peer navigators may be asked to participate in key informant interviews, focus groups, or other evaluation activities.

4.3.4. Standards and Requirements

4.3.4.1. Agency shall employ peer navigators that are supportive of MOUDs. Ideal peer navigator candidates have lived experience with substance use recovery or as a support to persons with OUD or other substance use disorders.

4.3.4.2. Each peer navigator will make at least 8 referrals per month to MAT and other Safety Net treatment services.

4.3.5. Staff Credentials and Training

4.3.5.1. Agencies will follow the licensing requirements as described in BHA Rule Chapter 3 in regard to peer support professionals.

4.3.5.2. Agency will provide necessary training to peer navigators to obtain or maintain certification with IC&RC as a certified peer specialist. Agency peers shall attend professional development and strategic planning events.

4.3.6. Reporting

4.3.6.1. The Agency shall collect and submit the following data on a monthly basis:

4.3.6.1 Deliverable Summary
The following items should be delivered: • Number of kits provided to clients by Peers per region. • Number of monthly referrals per region. • Number of treatment monthly referrals per region. Agency will also complete: • SUPRT is required when a client receives five (5) services or eight (8) hours of services, whichever comes first.
Due Date: 10th day of the month following service.

4.3.7. Payment

4.3.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 4.4: Peer Navigator Program Manager (SOR)

4.4.1. Service Description and Objectives

4.4.1.1. Peer navigators have become an important link for Individuals in our state seeking behavioral health services as well as for the providers who interface with these Individuals. Agency shall provide International Certification & Reciprocity Consortium (IC&RC) certification training to the peer navigator workforce.

4.4.2. Target Population

4.4.2.1. The intended Individuals served by the program are peer navigators within BHASO Regions.

4.4.3. Activities and Services

4.4.3.1. Agency shall employ a peer navigator program manager for 1.0 FTE**.**

4.4.3.2. Training requirements include at least six (6) offered IC&RC training sessions throughout the year, which are free of charge to participants. These training sessions must be open to peer navigators and to ANY Individual in the state seeking this credential. This will be accomplished by keeping the IC&RC certified trainer. This person will also supervise and coach the peer navigators' team.

4.4.3.3. The manager will establish a regular supervision schedule with peer navigators. Supervision may be delivered in group or Individual format. In this scenario supervision will be offered to all peer navigators, including those staffing mobile treatment units.

4.4.3.4. Connecticut Community for Addiction Recovery training will be offered virtually unless otherwise specified. Connecticut Community for Addiction Recovery peer navigator training is a five (5) day, thirty-two (32) hour program. The trainer will accommodate fifteen (15) or more participants per training session. Target population and areas for Connecticut Community for Addiction Recovery training will be rural areas highly impacted by substance use and tribal communities.

4.4.3.5. Agency Peer Manager will offer, at a minimum, six (6) core peer navigator training sessions with a minimum of one-hundred (100) Individuals trained throughout the duration of the program statewide.

4.4.3.6. Supervisions will be available to peer navigators within thirty (30) days of hire of the peer navigator program manager.

4.4.4. Reporting

4.4.4 Deliverable Summary
The following items should be delivered by Agency: • The number of training courses provided that quarter, including topic(s) and number of people in attendance. • The occurrences of Individual or group supervision, including the name(s) of the peer navigator(s) and the amount of time spent in direct supervision.
Due Date: 10th day of the month following quarter of service.

4.4.5. Staff Credentials and Training

4.4.5.1. Agency will follow the licensing requirements as described in Chapter 3 of 2 CCR 502-1 in regard to peer support professionals

4.4.5.2. Peer navigator program managers must be certified through the Colorado Providers Association.

4.4.6. Payment

4.4.6.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

4.4.6.1.1. Peer Manager travel shall be reimbursed at IRS rate, up to a maximum total of $20,000 per year.

Article 4.5: Family Services (SOR)

4.5.1. Service Description and Objectives

4.5.1.1. Agency shall use trained facilitators to use the Community Reinforcement and Family Training (CRAFT) or the Incredible Years curricula.

4.5.1.1.1. CRAFT focuses on improving family relationships and enhancing the self-efficacy of family members

4.5.1.1.2. The Incredible Years is an evidenced-based program designed to promote emotional and social competence**.**

4.5.1.2. The service's goals and objectives seek to directly and positively impact the lives and futures of participating families.

4.5.1.3. Family Services shall link prevention, treatment, and opioid overdose medication services for families. The integration of prevention and treatment will lead to behavioral health transformation by integrating prevention and treatment within the family system and reaching children earlier who are at a greater risk for developing SUD or who are experiencing child maltreatment.

4.5.2. Target Population

4.5.3. Agency shall provide family education and secondary prevention to families of Individuals with OUD or stimulant use disorders, Individuals dually diagnosed with OUD/stimulant use disorders and other behavioral health diagnosis as well as Individuals with polysubstance use disorder which includes OUD/stimulant use disorders.

4.5.3.1. CRAFT serves loved ones of people with opioid use and/or stimulant disorders ages 18 and up.

4.5.3.2. Incredible Years serves mothers and babies between the ages of 0-5.

4.5.4. Activities and Services

4.5.4.1. Agency shall also address service gaps for a population whose complex needs require approaches to care that are individualized, family-centered, developmentally-appropriate, culturally-responsive, competent in disabilities, and proactively-managed, including but not limited to the use of evidence-based interventions.

4.5.4.2. Services to Families:

4.5.4.2.1. Agency facilitators will attend and complete a formal training (if applicable) for their program and receive materials from BHA for the implementation process. Trained facilitators will participate in monthly coaching calls for fidelity monitoring and implementation support.

4.5.4.2.2. Agency shall train families in the administration of naloxone. At the end of the training session, Agency providers shall provide families with two doses of Naloxone/Narcan from Signal's allotment of Naloxone under this contract.

4.5.4.3. Agency facilitators shall participate in an orientation meeting with BHA point of contact and with providers of the CRAFT and The Incredible Years.

4.5.4.4. Agency facilitators shall participate in a minimum of quarterly phone calls with BHA point of contact. Calls may be more frequent at the discretion of BHA prevention point of contact.

4.5.5. Reporting

4.5.5 Deliverable Summary
Agency will report the following items: • Number of unduplicated Individuals served by Agency and in each model (CRAFT and/or The Incredible Years) • Adhere to any CRAFT or The Incredible Years data collection requirements from BHA and/or CRAFT or The Incredible Years model developer.
Due Date: 10th day of the month following service.

4.5.6. Staff Credentials and Training

4.5.6.1. Any provider administering the CRAFT or The Incredible Years curricula must attend an approved training by model developers, or an approved trainer. The CRAFT training will be provided by BHA.

4.5.6.1.1. Peers are eligible to provide these services if the above training requirements are met.

4.5.7. Payment

4.5.7.1. This service is paid via the FFS rates found in Exhibit B, Funding.

Article 4.6: Individual Placement and Support (SOR)

4.6.1. Service Description and Objectives

4.6.1.1. The purpose of IPS is to increase competitive employment for individuals diagnosed with stimulant and/or opioid use disorder and to assist those individuals to live successfully in their communities.

4.6.2. Target Population

4.6.2.1. Agency's IPS program shall target adults, and may include transition-age youth (ages 15-21), diagnosed with stimulant and/or opioid use disorder who are in need of intensive support obtaining and/or maintaining competitive employment.

4.6.3. Activities and Services

4.6.3.1. The Agency shall establish and maintain an evidence-based supported employment program based on the Individual Placement and Support (IPS) model described below.
4.6.3.2. Agency IPS staff shall be experienced in helping individuals diagnosed with stimulant and/or opioid use disorder obtain and maintain competitive employment.
4.6.3.3. Agency shall operate the IPS teams according to the following evidence-based practice principles of IPS:
4.6.3.3.1. Focus on competitive employment: agencies providing IPS services are committed to competitive employment as an attainable goal for individuals with diagnosed with stimulant and/or opioid use disorder who are seeking employment.
4.6.3.3.2. Eligibility based on individual choice: Individuals are not excluded on the basis of job readiness, diagnoses, symptoms, substance use history, psychiatric hospitalizations, level of disability, or legal system involvement.
4.6.3.3.3. Attention to individual preferences: services are based on individuals' preferences and choices, rather than providers' judgments.
4.6.3.3.4. Personalized benefits counseling: employment specialists help individuals obtain personalized, understandable, and accurate information about their Social Security, Medicaid, and other government entitlements.
4.6.3.3.5. Rapid job search: IPS programs use a rapid job search approach to help individuals obtain jobs directly, rather than providing lengthy pre-employment assessment, training, and counseling.
4.6.3.3.6. Systematic job development: employment specialists build an employer network based on individuals' interests, developing relationships with local employers by making systematic contacts.
4.6.3.3.7. Time-unlimited and individualized support: follow-along supports are individualized and continued for as long as the individual wants and needs the support.

4.6.4. Standards and Requirements

4.6.4.1. BHA shall facilitate quarterly IPS program meetings, and a conference call option shall be provided. Agency shall have provider representation at each of those meetings.
4.6.4.1.1.1. Signal and BHA shall coordinate to schedule fidelity reviews with Agency. BHA then completes the fidelity reviews using the IPS supported employment fidelity scale.
4.6.4.1.1.2. Good fidelity on the IPS fidelity scale is defined as an average item score between 4 and 4.4 (for a total minimum score of 100), and good fidelity shall be the minimum expectation for IPS programs.
4.6.4.1.1.3. Programs that do not maintain good fidelity to the IPS model shall ensure adequate staff training, technical assistance, and program development to attain good fidelity before their next annual review.
4.6.4.2. BHA shall facilitate quarterly IPS program meetings, and a conference call option shall be provided. Agency shall have provider representation at each of those meetings.

4.6.4.3. Agency shall provide IPS services during standard business hours, Monday - Friday, 8:00am-5:00pm.
4.6.4.4. Agency shall continually work toward attaining an annual mean of forty-five percent (45%) employment rate for individuals who have been served by their IPS program.
4.6.4.5. Agency shall continually work toward attaining good fidelity on the IPS fidelity scale, defined as an average item score between 4 and 4.4 (for a total minimum score of 100).

4.6.5. Staff Credentials and Training

4.6.5.1. Agency shall ensure that individuals providing IPS services to have a bachelor's degree.

4.6.6. Payment

4.6.6.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 4.7: Mobile Health Units for MOUD Prescription (SOR)

4.7.1. Service Description and Objectives

4.7.1.1. The goal is to improve access to medication-assisted treatment (MAT) prescribing and disease mitigation and overdose prevention and response services (excluding syringe distribution) in rural and underserved areas of Colorado.

4.7.2. Target Population

4.7.2.1. The intended Individuals for this project are people in need of evaluation for prescription of MAT services who are also underinsured/uninsured in accordance with the BHA eligibility protocol.

4.7.3. Activities and Services

4.7.3.1. BHA shall provide funds to Signal to support continued operation of mobile-based treatment services, which shall be delivered on mobile health units for MAT and with pop-up clinics.
4.7.3.2. Signal and mobile unit staff shall work to build relationships with providers in each Region, before and while providing services, to ensure linkage to services and care coordination.

4.7.4. Standards and Requirements

4.7.4.1. Agency shall own, maintain, and operate the mobile unit.
4.7.4.2. All mobile health units must obtain and maintain active OTP licensure through BHA.
4.7.4.3. In order to maintain ownership after the grant period, Agency shall provide MAT services for the duration of the useful life of the mobile unit.

4.7.4.3.1. In the event that the mobile unit is no longer used to provide MAT services, ownership of the unit shall be transferred to the State of Colorado and the State shall take possession of the unit within thirty (30) days.

4.7.4.4. The driver of the mobile unit shall maintain a state issued driver's license in good standing but shall not be required to obtain or maintain a commercial driver's license (CDL).

4.7.4.5. Agency shall ensure vehicle insurance coverage is purchased and maintained in good standing for each vehicle operated by the Agency for the entire duration of the operation of the mobile units.

4.7.4.6. Agency mobile health service staff shall participate in regular outreach and collaboration with community agencies to ensure a strong referral process, and to ensure a contingency plan is outlined and executable in each community in the event the mobile unit cannot serve a given community during the scheduled day and time.

4.7.4.7. Signal representative and/or the mobile health service staff shall participate in regular reporting and status updates via email and/or conference calls.

4.7.4.8. Syringe procurement and distribution is not an allowable activity under this grant.

4.7.4.9. Agency shall post any changes to the schedule (date/time/location) of existing SOR-funded MHU locations on their website within five (5) business days of making the change.

4.7.4.10. Agency shall work with each Agency to support each unit to serve an average of fifteen (15) people per week per mobile unit, resulting in at least ninety (90) people being served each week across all locations.

4.7.4.11. Participation in monthly status report calls with grant coordinator and other mobile MAT service teams.

4.7.5. Staff Credentials and Training

4.7.5.1. Agency shall designate, train and deploy mobile unit staff

4.7.5.2. Agency shall ensure the continued staffing of the mobile health units. No mobile unit shall be staffed by fewer than two trained staff at any given time.

4.7.5.3. Each mobile unit shall have rotating staff to include the following credentialed staff:

4.7.5.3.1. LPN, RN, or Medical Assistant

4.7.5.3.2. Counselors: CAS, LAC, LPC, LMSW, or LCSW required

4.7.5.3.2.1. CASs are acceptable if the selected vendor company has a licensed behavioral health staff that can supervise the counselor.

4.7.5.3.3. Peers:

4.7.5.3.3.1. Agency shall ensure that each peer specialist staff member assigned to a mobile unit is offered all necessary peer training opportunities to obtain a peer certification.

4.7.5.3.3.1.1. Each peer shall complete all requisite training and receive recovery peer certification within twelve months of their start date or within twelve months of the execution of this contract amendment.

4.7.6. Reporting

4.7.6 Deliverable Summary
The following items should be delivered: • CoBHRM records • Encounters • SUPRT: Agency shall complete SUPRT for every Individual who is served using SOR funding. • Submission of weekly data to grant evaluation team. • Submission of bi-weekly improvement plan for under-enrollment (when applicable)
Due Date: 10th day of the month following service.

4.7.7. Payment

4.7.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 4.8: Mobile Opioid Treatment Program (OTP) Services (SOR)

4.8.1. Service Description and Objectives

4.8.1.1. The overall goal is to improve access to Medications for Opioid Use Disorder (MOUD) in areas lacking in treatment accessibility in Colorado. Specifically this program seeks to increase access to methadone through mobile access to support unserved or underserved areas, and to support those with transportation limitations or other concerns limiting stability to attend a brick-and-mortar Opioid Treatment Program.

4.8.2. Target Population

4.8.2.1. The intended Individuals for this project are people with a current or historic diagnosis of stimulant or OUD who qualify for treatment at an OTP facility or other MAT provider.

4.8.3. Activities and Services

4.8.3.1. Services:

4.8.3.1.1. The primary service of the mobile unit is to provide methadone prescription and dispensing to individuals with opioid use disorder who are unserved or living in underserved areas. Signal shall collaborate with the Behavioral Health Administration and public health agencies to ensure services are being offered in the highest priority areas.

4.8.3.1.1.1. Agency shall post any changes to the schedule (date/time/location) of SOR-funded MOTP locations on their website within 3 business days of making the change.

4.8.3.1.1.2. Agency shall create referral plans for Individuals that include warm hand-offs for care coordination.

4.8.3.1.1.3. Agency shall report any changes to SOR-funded MOTP locations, including the addition or removal of locations, to BHA within 3 business days of making the change. Each location that is added or removed must include a brief reason accompanying this change.

4.8.3.1.1.3.1. Agency shall maintain, and update as needed, a plan to contact no-show clients to ensure continued access to medication and services between any missed appointment and the subsequent appointment. Any updated plans must be submitted to BHA within seven days of implementation.

4.8.3.1.1.3.2. Agency shall maintain, and update as needed, a referral plan for each community that includes methods of warm hand-off from patients to other service providers. Any updated plans must be submitted to BHA within seven days of implementation.

4.8.3.1.1.3.3. Contingency plans for maintaining MOUD for Individuals when an emergency prohibits the mobile health service providers from serving Individuals during the designated day and time in each targeted community.

4.8.3.1.1.3.4. Agency's plans for Individual retention based upon the Individual's MOUD of choice .

4.8.3.1.1.3.5. Signal shall identify a representative who shall oversee the efforts of each mobile health service in their region of the state. This representative shall be responsible for participating in scheduled status calls, overseeing the efforts of the mobile units, and assisting the mobile unit staff to overcome challenges in delivering MOUD services in each targeted community.

4.8.3.1.1.3.6. The MOTP staff and Signal representative shall participate in regular outreach and collaboration with community agencies to ensure a strong referral process, and to ensure a contingency plan is outlined and executable in each community in the event the mobile unit cannot serve a given community during the scheduled day and time.

4.8.3.1.1.3.7. Signal representative and/or the MOTP staff shall participate in regular reporting and status updates via email and/or conference calls.

4.8.3.2. Agency shall be responsible for reporting service areas and any changes in locations to Signal prior to changes.

4.8.4. Standards and Requirements

4.8.4.1. Agency shall provide MOUD services for the duration of the useful life of the mobile unit.

4.8.4.1.1. In the event that the mobile unit is no longer used to provide MOUD services, ownership of the unit shall be transferred to the State of Colorado and the State shall take possession of the unit within thirty (30) days.

4.8.4.1.2. Agency shall ensure its MOTP(s) are operating at full capacity and serving a reasonable and expected number of people each week. Service in this context is

broadly defined to include specific methadone administration services, as well as other MOUD, peer recovery support, care management, assessments/intakes, brief crisis intervention and clinical referrals.

4.8.5. Licensing Requirements

4.8.5.1. All MOTPs must obtain and maintain active OTP licensure through the BHA, certification through SAMHSA, and registration with the DEA.

4.8.5.2. Agency shall ensure vehicle insurance coverage is purchased and maintained in good standing for the entire duration of the operation of the mobile units.

4.8.6. Staff Credentials and Training

4.8.6.1. Agency shall ensure the continued staffing of the MOTP. No mobile unit will be staffed by fewer than two trained staff at any given time.

4.8.6.2. The following staff must be scheduled on the MOTP at all times:

4.8.6.2.1. One (1) pharmacist, registered nurse, or licensed practical nurse, or any other licensed healthcare professional authorized by Federal and State law to administer or dispense opioid drugs.

4.8.6.2.2. One (1) Counselor - CAS, LAC, LPC, LMSW, or LCSW required

4.8.6.2.3. One (1) Peer - Peer recovery coach certification or those willing to obtain required certification within one-hundred eighty (180) days of hire date.

4.8.6.3. The MOTP staff must have access to an Authorized OTP Practitioner via technology or in person when required.

4.8.6.4. The driver of the mobile unit shall maintain a state issued driver's license in good standing but shall not be required to obtain or maintain a commercial driver's license (CDL).

4.8.7. Payment

4.8.7.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

4.8.7.1.1. Ride-along security personnel for mobile OTP units is an allowable (but not required) expense.

4.8.8. Reporting

4.8.8.1. MOTP Outreach Report:

4.8.8.1 Deliverable Summary
Agency shall report outreach activities that seek to increase census amongst historically excluded and underserved populations. These efforts shall be reported on time annually to the grant coordinator.
Due Date: 10th day of the month following service.

4.8.8.2. Monthly census report:

4.8.8.2 Deliverable Summary
The following items should be delivered: • Agency shall be responsible for reporting Individuals served. • Populations served, expanded access to, and all efforts to address disparities in access for historically-excluded populations.
Due Date: Weekly

4.8.8.3. Client report:

4.8.8.3 Deliverable Summary
The following items should be delivered: • CoBHRM Records • Encounters • SUPRTs: Agency shall complete SUPRT for every Individual who is served using SOR funding. • Submission of weekly data to grant evaluation team. • Submission of bi-weekly improvement plan for under-enrollment (when applicable)
Due Date: 10th day of the month following service.

Article 4.9: Recovery Residence Expansion (SOR)

4.9.1. Service Description and Objectives

4.9.1.1. The purpose of this project is to create peer-run recovery residences in Colorado, maintain a high-quality network of peer run sober living residences, and increase peer support within this network of peer-run recovery residences for people in recovery from substance use disorders.

4.9.1.2. Agency will implement an evidence-based model for Peer-run Recovery Residence through the establishment of new peer run recovery homes chartered to be responsive to the needs of historically excluded persons.

4.9.1.3. Recovery Residences shall be certified by the recovery residence certifying body pursuant to Sections 25-1.5-108.5(4), C.R.S. and 27-80-122(4), C.R.S. and endorsed pursuant to Chapter 3 of 2 CCR 502-1 as applicable.

4.9.2. Activities and Services

4.9.2.1. Agency shall implement evidence-based models for the peer-run recovery residences

4.9.2.2. Agency will complete and maintain a web-based listing for the Agency's pre-existing and new recovery homes in Colorado, including the business name, address, telephone number, email address, and contact person for each location.

4.9.2.3. Agency will teach residents the evidence-based standards for operations of peer-run recovery homes to effectively operate the houses throughout the state.
4.9.2.4. Recovery residence outreach staff shall:
4.9.2.4.1. Obtain housing by:
4.9.2.4.1.1.1. Recognizing the characteristics of a suitable house to rent; and
4.9.2.4.1.1.2. Assisting with the execution of a legal lease between the landlord and the group or entity that is made up of ever-changing residents.
4.9.2.4.2. Obtain a Federal Employee Identification Number ("FEIN") by:
4.9.2.4.2.1. Processing the paperwork to obtain a FEIN and help the group to establish a checking account in the name of the individual Peer Run Recovery Residence.
4.9.2.4.3. Recruit initial residents for the new house by:
4.9.2.4.3.1. Working with treatment providers, drug courts, and the recovery community to explain the value of Peer Run Recovery Residence living to obtain referrals; and
4.9.2.4.3.2. Communicating with recovering individuals the message that living in a Peer Run Recovery Residence provides the time, peer support, and living environment to gain necessary support services for sustained recovery.
4.9.2.4.4. Teach new residents of Peer-Run Recovery Residences the home's standard system of operations by:
4.9.2.4.4.1. Teaching the need for a weekly business meeting and the procedures to follow.
4.9.2.4.4.2. Helping elect the five essential officers needed to operate each house and teaching each person the duties of each officeholder (Oxford House model only).
4.9.2.4.4.3. Helping the residents obtain household furnishings needed for the house ("from beds to brooms"); and
4.9.2.4.4.4. "Storytelling" to promote the culture of Peer Run Recovery Residences and their role in promoting recovery.
4.9.2.4.5. Engage other recovering individuals by:
4.9.2.4.5.1. Teaching how to give presentations to providers to recruit new residents.
4.9.2.4.5.2. Promoting the expansion within an area to meet the needs of newly recovering individuals and to organize a mutually supportive chapter; and
4.9.2.4.5.3. Encourage engagement with recovery support modalities and encourage frequent contact between residents and other established Peer-Run Recovery Residence chapters and international organizations to resolve house issues, promote expansion, and to become an active participant in ongoing expansion.

4.9.3. Standards & Requirements

4.9.3.1. The Peer Run Recovery Residence model implemented must be evidence-based. The Residence shall follow the evidence-based model to fidelity.
4.9.3.2. These can only support costs at recovery residences that fit within the NARR definitions for level 1 (peer run), level 2 (monitored) or in some cases, level 3 (supervised), or level 4 (service provider). Oxford Houses meet the definition of NARR level 1.

4.9.4. Payment

4.9.4.1. This service is paid using the capacity budget reimbursement model. Agency shall report all revenue from other sources that supports these services.

Article 4.10: Recovery Living (SOR)

4.10.1. Service Description and Objectives

4.10.1.1. The purpose of recovery residences is to provide housing stability for individuals in recovery from a substance use disorder who are temporarily unable to afford the costs associated with living in a recovery residence.

4.10.1.2. Recovery Residences shall be certified by the recovery residence certifying body pursuant to Sections 25-1.5-108.5(4), C.R.S. and 27-80-122(4), C.R.S. and endorsed pursuant to Chapter 3 of 2 CCR 502-1 as applicable.

4.10.2. Activities and Services

4.10.2.1. Agency shall develop a process with recovery residences for determining financial need. Agency must have a written policy for financial need at time of contracting with Signal. Signal shall make each recovery residence's financial need policy available to BHA upon request.

4.10.2.2. Agency shall teach residents the evidence-based standards for operations of recovery residences to effectively operate the houses throughout the state.

4.10.2.3. These funds are intended to support costs at recovery residences that fit within the NARR definitions for level 1 (peer run), level 2 (monitored) or in some cases, level 3 (supervised), or level 4 (service provider). Oxford Houses meet the definition of NARR level 1.

4.10.2.4. Agency must be either a chartered Oxford House or a state approved-certified residence. .

4.10.3. Reporting

4.10.3 Deliverable Summary
SUPRTs: Agency shall complete a SUPRT for every Individual who is served using SOR funding.
Due Date: 10th day of the month following service.

4.10.4. Payment

4.10.4.1. This service is paid via the FFS rates found in Exhibit B, Funding.

Article 4.11: Recovery Community Organization (RCO) Services (SOR)

4.11.1. Service Description and Objectives

4.11.1.1. The purpose of this project is to provide resources for RCOs to deliver peer support services. A peer support specialist is consumer staff of agencies using their lived experience to help others. Peer support specialists should be certified in Colorado by the Colorado Providers Association (COPA). Peer-delivered services may address any of the following pillars of recovery, health, home, purpose or community.

4.11.2. Target Population

4.11.2.1. Agency shall offer peer supports to Coloradans living with SUD and co-occurring disorders.

4.11.3. Activities and Services

4.11.3.1. Agency must be a Recovery Community Organizations. A Recovery Community Organization is an independent, non-profit organization led and governed by representatives of local recovery communities. These organizations organize recovery-focused policy advocacy activities, carry out recovery-focused community education and outreach programs, and/or provide peer-run recovery support services (P-RRSS).

a. Agency shall offer a variety of peer delivered services (defined in Exhibit B, Funding) that support people in or seeking recovery from a stimulant or opioid use disorder. If either a stimulant or opioid misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. These peer support services may be focused on health, home, purpose or community. RCOs should have clear expectations of people to be served with funding, and anticipated impact of their services with a plan for measuring impact.

4.11.4. Reporting

4.11.4 Deliverable Summary
SUPRTs: Agency shall complete SUPRT for every Individual who is served using SOR funding.
Due Date: 10th day of the month following service.

4.11.5. Payment

4.11.5.1. This service is paid via the FFS rates found in Exhibit B, Funding.

Exhibit A: Reporting

Article 1: Overview

1.1. Key Reporting Instruments

1.1.1. The following items are among the main information reporting instruments under this Agreement:

1.1.1.1. CoBHRM Model (the successor to former CCAR/DACODS submissions)

1.1.1.2. Programmatic and assessment-based client data collection integrated into the CoBHRM model or requested reporting format

1.1.1.2.1. Child and Adolescent Needs & Strengths Assessment (CANS)

1.1.1.2.2. Assertive Community Treatment (ACT) block grant reporting

1.1.1.2.3. First Episode Psychosis (FEP) block grant reporting

1.1.1.2.4. Additional use cases as required

1.1.1.3. Client Level Data for all Crisis Services, including the following stages:

1.1.1.3.1. Crisis Stabilization

1.1.1.3.2. Mobile

1.1.1.3.3. Respite

1.1.1.3.4. Walk In

1.1.1.4. Central Registry (Opioid Clinics only) CommCare data collection system

1.1.1.5. Evidence-Based Practices

1.1.1.6. State Opioid Response (SOR) SUPRT

1.1.1.7. Involuntary Commitment/Emergency Commitment Client Level Data

1.1.2. Agency must ensure that information for individual facilities is maintained and updated on a quarterly basis within BHA systems, including but not limited to:

1.1.2.1.1. OwnPath Profile

1.1.2.1.2. LADDERS licensing system

1.1.2.1.3. OwnPath Care Directory

1.1.3. Agency shall submit all items and deliverables, as required under this Agreement, Signal's Provider Manual, or other memos or publications in the timeframes required.

Article 2: CoBHRM and Encounters

1.2. CoBHRM Records and Encounters

1.2.1. As indicated in each Article in Part 3, Agency will deliver CoBHRM records to Signal's Unity platform.

1.2.1.1. As indicated in each Article in Part 3, Agency will deliver encounters associated with CoBHRMs admissions to Unity.

1.2.1.2. CoBHRM and encounter records are due by the 10th day of the month following service.

1.2.1.2.1. Failure to deliver records by this deadline may result in delays in payment or no payment at all.

1.2.1.2.2. Additional data sets will be introduced to the CoBHRM models and providers will be provided 90 days to implement

1.3. Accuracy and Completeness

1.3.1. Agency shall submit CoBHRM records accurately and thoroughly. Failure to do so will prevent Signal and BHA to understand and track the usage of funding, as a result, payment may be delayed or not provided at all.

1.3.2. CoBHRM is required for all clients and admissions listed under services in the CoBHRM Admission specification regardless of payer mix. Encounters are required for all CoBHRM Admissions regardless of the payer on each encounter.

Exhibit B: Funding Summary

Article 1: Funding Allocations

Start Date	End Date	Region	Goal	Goal Unit	General Funds	Cash	Federal Funds	Total Funds	Payment Type	Article(s)
STIRT Residential - STIRT Residential										
7-1-2026	6-30-2027	Region 2	168	Admissions	$1,000,000	$0	$0	$1,000,000	Capacity	Article 3.36; Article 2.1; Article 2.2
STIRT Continuing Care - STIRT Continuing Care										
7-1-2026	6-30-2027	Region 2	0.0	None	$35,000	$0	$0	$35,000	Capacity	Article 3.36; Article 2.1; Article 2.2

1.1.Funding Detail

Scope of Work Specifics:

- Service Level Agreement: Not applicable.

Signal's liability for payments hereunder shall be subject to the availability of federal and state funds to Signal under the BHASO Agreement with BHA. In the event that such funds, or any part thereof, becomes unavailable, Signal shall promptly notify Agency. Signal shall have no liability for payment of funds following Agency's receipt of such notice unless approved and paid for by BHA (e.g., for costs arising from financial obligations incurred prior to receipt of notice regarding unavailability of funding).

1.2. Payment Type Definition

1.2.1. Capacity (Capacity budget reimbursement model): The capacity-based budget reimbursement model utilizes a cost and revenue center approach whereby total costs and revenues are isolated, accumulated, adjusted by revenue recognized from other payers in accordance with GAAP. Agency contract covers the unfunded remainder of the costs to maintain service capacity up to the contracted amount found in Exhibit B.

1.2.2. FFS (Fee-for-service): Payment provided per the rate schedule in Exhibit B based on actual data submission

1.2.3. Case rate: is a group of qualifying services that together are compensated by a single rate.

1.3. Payment and Goal Increments

1.3.1. Agency shall achieve their goal(s) as described in Article 1 at a minimum of 25% per quarter of the fiscal year (*e.g.,* if Agency has a goal of 400 clients for the fiscal year, Agency must serve at least 100 per quarter). Minimum goal achievement does not exempt Agency of the requirement to serve priority populations or accept referrals as directed by Signal's Care Coordination team.

1.3.2. Agency shall only receive payment for items reimbursed via rates included in the schedule below at a maximum of 25% per quarter of the funds noted in Article 1's Funding Allocations table, (*e.g.,* if Agency has an allocation of $10,000 for outpatient for the fiscal year, Agency may be paid for a maximum of $2,500 per quarter).

1.3.3. In the event that Agency does not utilize funding equal to the full contracted amount based on a year to date review of the spending trends, Signal reserves the right to reallocate unspent dollars to other provider Agencies with or without a contract amendment. In addition, reallocations may occur if a provider fails to achieve timeline milestones.

Article 2: Rates

Mental Health Services

Not applicable.

Crisis Services

Code	Description	Unit	Applicable Article(s)	Rate
S5151	Unskilled Respite care, not hospice	Per Diem	3.5	##

Substance Use Disorder Services

Code	Description	Unit	Applicable Article(s)	Rate
	Uninsured/Underinsured ASAM 1.0 and ASAM 2.1 Annual Case Rate	Per Client	3.36, 3.7	$1,846.79
H0010	Clinically managed residential withdrawal management (ASAM 3.2WM)	Per Diem	3.6	##
H0011	Medically monitored inpatient withdrawal management (ASAM 3.7WM)	Per Diem	3.6	$750
H0016	Partial Hospitalization (ASAM 2.5)	Per client per episode of care	3.12, 3.36	$2,035
S9976	Residential Treatment SUD Treatment Room and Board	Per Diem	3.17 3.19 3.20 3.21	$100
H2036:U1	Substance use residential treatment delivered at the ASAM 3.1 level of care (excluding room and board)	Per Diem	3.17 3.20 3.21	$162
H2036:U5	Substance use residential treatment delivered at the ASAM 3.5 level of care (excluding room and board)	Per Diem	3.17 3.20 3.21	$274
H2036:U7	Substance use residential treatment for adolescents, delivered at the ASAM 3.7 level of care (excluding room and board)	Per Diem	3.19	$425

H2036:U*n*	Substance use residential treatment for adolescents, delivered at the ASAM 3.*n* level of care (excluding room and board)	Per Diem	3.17 3.20 3.21	##
H2022	Women's gender-responsive, family-centered residential enhancement. Residential program providing gender-responsive substance use disorder treatment and services for co-occurring mental illness to women with children using a safety-first philosophy. Must provide case management to assure availability of childcare, intensive parenting services and supports, prenatal care coordination (as appropriate) developmentally appropriate prevention and treatment services for children, therapeutic supervised visitation, peer support, assistance with employment and housing and transportation to off-site medical services.	Per Diem	3.20	$220

OTP Medication Assisted Treatment for Substance Use Disorder Services

Medication, Therapy, and Case Management	Unit	Applicable Article(s)	Rate
Naltrexone (oral)	Month	3.7 3.8 4.2	$457.32
Depot-naltrexone (injectable) (Vivitrol)	Month	3.7 3.8 4.2	$1,284.41
Buprenorphine (buprenorphine/naloxone contraindicated) (Suboxone/generics)	Month	3.7 3.8 4.2	$472.77
Buprenorphine/naloxone (Suboxone/generics)	Month	3.7 3.8 4.2	$472.77
Methadone	Month	3.7	$420.24

		3.8 4.2	
Buprenorphine (extended release) (Sublocade)	Month	3.7 3.8 4.2	$1,891.08

Non-OTP Medication Assisted Treatment for Substance Use Disorder Services

Medication	Unit	Applicable Article(s)	Medication Rate	Prescriber Rate	Therapy and Case Mgmt Rate
Naltrexone (oral)	Month	3.7 3.8 4.2	$103.00	$190.55	$210.12
Depot-naltrexone (injectable) (Vivitrol)	Month	3.7 3.8 4.2	$1,303.98	$253.38	$210.12
Buprenorphine (buprenorphine/naloxone contraindicated) (2 mg dose)	Month	3.7 3.8 4.2	$38.11	$380.07	$210.12
Buprenorphine (buprenorphine/naloxone contraindicated) (4 mg dose)	Month	3.7 3.8 4.2	$49.44	$380.07	$210.12
Buprenorphine/naloxone sublingual film (2 mg/0.5mg dose)	Month	3.7 3.8 4.2	$84.46	$380.07	$210.12
Buprenorphine/naloxone sublingual film (4mg/1mg dose)	Month	3.7 3.8 4.2	$147.29	$380.07	$210.12

Buprenorphine/naloxone sublingual film (8mg/2mg dose)	Month	3.7 3.8 4.2	$147.29	$380.07	$210.12
Buprenorphine/naloxone sublingual film (12mg/3mg dose)	Month	3.7 3.8 4.2	$289.43	$380.07	$210.12
Buprenorphine (extended release) (Sublocade)	Month	3.7 3.8 4.2	$1,891.08	$380.07	$210.12

STIRT Services

Code	Description	Unit	Applicable Article(s)	Rate
H0048	Alcohol and/or drug testing; collection and handling only, specimens other than blood (Metro)	Encounter	3.36	$29.40
H0048	Alcohol and/or drug testing; collection and handling only, specimens other than blood (Rural)	Encounter	3.36	$48.00
	Rates for ASAM 1.0, ASAM 2.1 and ASAM 2.5 are the same as the rates in the SUD section of Exhibit B			
	Rates for Transportation are the same rates as the rates in the Transportation section of Exhibit B			

Family Services

Code	Description	Unit	Applicable Article(s)	Rate
N/A	County DHS/DYS ESA (FFPSA)	Per Assessment	3.31 3.32	$1250.00

N/A	County DHS/DYS ESA (FFPSA) Transferred from a Medicaid RAE	Per Assessment	3.31 3.32	$300.00
N/A	CYMHTA ESA	Per Assessment	3.34	$950.00
S9976	QRTP room and board includes all costs associated with lodging and food	Per Diem	3.22	$425.00

Transportation

Code	Description	Unit	Applicable Article(s)	Rate
N/A	Third Party Secure Transportation (hourly)	Per Hour	2.2, 3.33, 3.36	$90
N/A	Third Party Non-Secure Transportation (hourly)	Per Hour	2.2, 3.33, 3.3633	$75
N/A	Third Party Transport Patient Loaded Mile	Per Mile	3.33	$9
N/A	Third Party Secure Transport lodging if over 12-hour shift	Per Night	2.2, 3.33, 3.36	$225
N/A	Third Party Non-Secure Patient Loaded Mile	Per Mile	2.2, 3.33, 3.36	$7.40
N/A	Third Party Non-Secure Transport lodging if over 12-hour shift	Per Night	2.2, 3.33, 3.36	$175
N/A	Non-Emergency Medical Transport	Per Transport	2.2, 3.33, 3.36	$390
N/A	Non-Emergency Medical Transport Patient Loaded Mikle	Per Mile	2.2, 3.33, 3.36	$8

Involuntary Commitment Services

Code	Description	Unit	Applicable Article(s)	Rate

N/A	Medication evaluation	Encounter	2.2	$105.06
N/A	Medication management (post evaluation)	Encounter	2.2	$55.00
N/A	Recommitment Evaluation	Encounter	2.2	$367.50
N/A	Physician certification	Encounter	2.2	$204.00
90792	Psychiatric diagnostic evaluation with medical services (psychiatric evaluation)	Encounter	2.2	$489.30
H0001	Alcohol and/or Drug (AOD) Assessment	Encounter	2.2	$367.50
H0048	Alcohol and/or drug testing; collection and handling only, specimens other than blood (Metro)	Encounter	2.2	$29.40
H0048	Alcohol and/or drug testing; collection and handling only, specimens other than blood (Rural)	Encounter	2.2	$48.00
	Rates for Transportation are the same rates as the rates in the Transportation section of Exhibit B			

Article 3: Essential Behavioral Health Safety Net Provider Status

3.1 If Agency certifies that it is an Essential Behavioral Health Safety Net Provider, as defined at C.R.S. § 27-50-101(13). As such, Agency serves the Priority Population(s) (as defined at C.R.S. § 27-50-101(17) of (if not population not inserted, this is not applicable).

BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate and Qualified Service Organization Agreement (the "Agreement") is entered into July 1, 2026 (the Effective Day) by and between Larimer County Community Corrections Department ("Agency" or "Business Associate") and Signal Behavioral Health Network, Inc. ("Signal").

RECITALS

WHEREAS, Signal and Business Associate are parties to an agreement (the "Underlying Agreement") pursuant to which Business Associate will provide certain services for or on behalf of Signal;

WHEREAS, in connection with its performance of the Underlying Agreement, Business Associate may, on behalf of Signal, create, receive, maintain, or transmit certain Protected Health Information (as defined below);

WHEREAS, Signal and Business Associate are entering into this Agreement in order for both Parties to meet the relevant requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and the regulations promulgated under both laws by the United States Department of Health and Human Services, (collectively, the "HIPAA Regulations"), and other applicable laws and regulations as the same may be amended from time to time; and

WHEREAS, Business Associate also operates a substance use disorder program that must comply with federal confidentiality laws and regulations applicable to substance use disorder patient records, including but not limited to 42 § Section 290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, to the extent the parties have previously executed a Business Associate Addendum, this Business Associate Addendum shall replace and supersede such prior addendum as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1. "Breach" has the same meaning given to such term under 45 CFR § 164.402.

1.2. "Electronic Protected Health Information" or "Electronic PHI" has the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, transmitted, or accessed by Business Associate from or on behalf of Signal.

1.3. "HHS" means the United States Department of Health and Human Services.

1.4. "HIPAA Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, Subparts A and E.

1.5. "HIPAA Security Rule" means the Standards for Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, Subparts A and C.

1.6. "Individual" means the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.7. "Protected Health Information" or "PHI" has the same meaning as "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, transmitted, or accessed by Business Associate from or on behalf of Signal, including but not limited to Electronic Protected Health Information.

1.8. "Qualified Service Organization" or "QSO" has the meaning given to such term under the Part 2 regulations at 42 CFR § 2.11.

1.9. "Required by Law" has the same meaning as the term "required by law" ni 45 CFR §160.103.

1.10. "Secretary" means the Secretary of the United States Department of Health and Human Services or its designee.

1.11. "Unsecured PHI" has the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

1.12. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and/or the Part 2 regulations, as applicable.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Maintain the Privacy and Security of Protected Health Information. Business Associate agrees to maintain the privacy and security of PHI, in compliance with this Agreement. Business Associate also agrees to maintain the privacy and security of PHI in compliance with the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws, and any future amendments to the same.

2.2. Use of Protected Health Information. Business Associate agrees to not use PHI other than as permitted or required by this Agreement or as Required by Law. Further, Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Privacy Rule or the HITECH Act if done by Signal. Business Associate may use PHI: (i) to carry out the functions, activities, or services it provides for, or on behalf of, Signal pursuant to the Underlying Agreement; (ii) for the proper management and administration of Business

Associate; (iii) to provide Date Aggregation services, as defined in 45 CFR § 164.501, relating to the health care operations of Signal; or (iv) to carry out its legal responsibilities. In addition, Business Associate agrees to only use PHI consistent with the "minimum necessary" standards set forth in the HIPAA Privacy Rule. Business Associate may use PHI to create de-identified information and use and disclose de-identified information if the de-identification is in compliance with 45 CFR § 164.502(d), and the de-identified information meets the standard and implementation specifications for de-identification under 45 CFR §164.514.

2.3. Disclosure of Protected Health Information. Business Associate agrees to not disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the HIPAA Rule or the HITECH Act if done by Signal. Business Associate may disclose PHI: (i) to carry out the functions, activities, or services it provides for, or on behalf of, Signal pursuant to the Underlying Agreement; or (ii) for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate if: (a) the disclosure is Required by Law, or (b) the Business Associate obtains reasonable assurances from the entity to whom the information is disclosed that it will be remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. In addition, Business Associate agrees to only disclose PHI consistent with the "minimum necessary" standards set forth in the HIPAA Privacy Rule.

2.4. Specific Instruction Regarding Reproductive Health Care Information Requests. Within five (5) days of receipt of a request by a third party seeking Business Associate to use or disclose PHI potentially related to reproductive health care, Business Associate shall submit, in writing, the following information (collectively, "Request Information") to Signal: (1) a copy of the Request; (2) name of requestor; (3) requestor's contact information; (4) the PHI seeking to be used or disclosed by requestor; (5) the purpose of the Request; (6) the individua(s) whose PHI is being sought; (7) the date of Business Associate's receipt of the Request, (8) whether Business Associate knows or believes that the Request is to conduct an investigation into or impose liability upon a person for seeking, obtaining, providing or facilitating reproductive health care or to identify a person for such reasons; and (9) any other information requested by Signal as related to the Request. Upon receipt of the Request Information from Business Associate, Signal shall evaluate the Request Information and provide written direction to Business Associate regarding how and to what extent Business Associate will respond to the Request. Use and disclosure of PHI in response to a Request shall be made in the sole discretion of Signal.

2.5. Business Associate Contracts with Third Parties. Business Associate agrees to ensure that any third party or agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees in writing to

the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.

2.6. Safeguards. Business Associate agrees that it will implement all appropriate safeguards, and comply with the HIPAA Security Rule with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

2.7. Compliance with HIPAA Privacy Regulation. To the extent Business Associate is to carry out one or more of Signal's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Signal in the performance of such obligations.

2.8. Breach Notification. Business Associate agrees to report to Signal, within five (5) days of discovery, any use or disclosure of PHI not provided for by this Agreement, including Breaches of Unsecured PHI as required by 45 CFR § 164.410, and report any Security Incident, as defined by the HIPAA Security Rule, 45 CFR § 164.304, of which it becomes aware. The report to Signal shall, to the extent known, include the date, scope, responsible party, and the Business Associate's response to the Breach or Security Incident. Thereafter, Business Associate shall provide periodic updates regarding the Breach or Security Incident, at Signal's written request. Notwithstanding any other provision of this Agreement, Signal shall be deemed to have received notice from Business Associate through this Agreement of routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

2.9. Individual Access to Protected Health Information. Business Associate agrees that within ten (10) days of a verbal or written request from Signal for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, as defined in 45 CFR § 164.501, Business Associate will make available to Signal or to the Individual, as instructed by Signal, such PHI as necessary to satisfy Signal's obligations under 45 CFR § 164.524. In the event any Individual requests access to PHI directly from the Business Associate, the Business Associate will within five (5) days forward such request to Signal. An Individual's access to PHI will include access to Electronic PHI. If the Business Associate is a "covered entity" as defined by the HIPAA Regulations, it may follow its own Individual access procedures it has created, provided such procedures comply with 45 CFR § 164.524 and state law.

2.10. Availability of Protected Health Information for Amendment. Business Associate agrees that upon receipt from Signal of written notice regarding any amendment of a Designated Record Set, as defined in 45 CFR § 164.501, including PHI, Business Associate will make such amendment to the record or attach such documents to the record, as instructed by Signal. If Business Associate receives a request for an amendment directly from an Individual, Business Associate will within five (5) days forward such request to Signal. If Business Associate is a "covered entity" as

defined by the HIPAA Regulations, in addition to the notice requirements already stated, it may follow its own amendment procedures for records it has created, provided such procedures comply with 45 CFR § 164.526 and state law.

2.11. Accounting of Disclosures. Business Associate agrees to document any disclosures of PHI by Business Associate, and information related to such disclosures, as would be required by Signal, to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, as may be amended, and Business Associate shall provide such information to Signal, upon request, within fifteen (15) days of a request by Signal.

2.12. Availability of Books and Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures, relating to the privacy, security, use, and disclosure of PHI available to the Secretary for purposes of determining Signal's and the Business Associate's compliance with the HIPAA Regulations and the HITECH Act, and Business Associate agrees to fully cooperate with any audits conducted by HHS.

2.13. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a Security Incident or use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement.

3. QUALIFIED SERVICE ORGANIZATION RESPONSIBILITIES

3.1. Federal Substance Abuse Confidentiality Regulations. In connection with the performance of the Underlying Agreement, Business Associate may use, disclose, maintain, or transmit PHI that is protected by Part 2 relating to substance use disorder Patient Identifying Information. To the extent Business Associate is a "Program," as defined under the Part 2 regulations at 42 CFR § 2.11, and Signal qualifies as a "Qualified Service Organization" pursuant to 42 CFR § 2.11, the additional terms of this Section shall apply.

3.2. Qualified Services Organization Agreement. To the extent Signal uses, discloses, maintains, or transmits PHI that is protected by Part 2 relating to substance use disorder Patient Identifying Information, Signal acknowledges and agrees that (i) it is a QSO for the purposes of Part 2; (ii) in receiving, storing, processing, or otherwise dealing with any patient records protected by Part 2 it is fully bound by Part 2; and (iii) if necessary, Signal will resist in judicial proceedings any efforts to obtain access to Patient Identifying Information, as that term is defined in 42 CFR § 2.11, except as permitted by Part 2. Notwithstanding any other language in this Agreement, Signal acknowledges and agrees that any patient information it receives from Business Associate that is protected by Part 2 is subject to protections that prohibit Signal from disclosing such information to agents or subcontractors without the specific written consent of the subject individual. Signal acknowledges that any unauthorized disclosure of Patient Identifying Information subject to Part 2 is a federal criminal offense.

4. TERM AND TERMINATION

4.1. Term. The Term of this Agreement shall commence on the Effective Date and shall terminate upon the termination of the Underlying Agreement or on the date Signal terminates for cause as authorized by Section 4.2 of this Agreement, whichever is sooner.

4.2. Termination for Cause. If Signal determines that Business Associate has violated a material term of this Agreement, Signal may immediately terminate this Agreement and the Underlying Agreement if cure is not possible or if Business Associate fails to cure such breach within thirty (30) days of being notified of it by Signal.

4.3. Effect of Termination. Upon termination of this Agreement or the Underlying Agreement, Business Associate agrees to return to Signal, or destroy, all PHI received from Signal, or created, maintained, or received by Business Associate on behalf of Signal that Business Associate, and its agents, still maintain in any form, and agrees to retain no copies of such PHI. Business Associate shall require its subcontractors to do the same. The requirement to return without retaining copies or to destroy the PHI do not apply to the extent Business Associate is Required by Law to maintain the PHI or if return or destruction is infeasible, such as due to Business Associate needing to retain PHI for its own management and administration or to carry out its legal responsibilities after termination of this Agreement. If Business Associate needs to retain PHI for those purposes, or if the return or destruction of the PHI is not reasonably feasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction not feasible. The obligations of Business Associate under this Section shall survive termination of the Agreement.

5. OTHER PROVISIONS

5.1. Idemnification Removed

5.2. Civil and Criminal Penalties. Business Associate acknowledges that it is directly liable under the HIPAA Regulations, and subject to civil, and in some cases, criminal, penalties for making uses and disclosures of PHI that are not authorized

by this Agreement or Required by Law. Business Associate further acknowledges that it is directly liable and subject to civil penalties for failing to safeguard Electronic PHI in accordance with the HIPAA Security Rule.

5.3. Amendment. Signal and the Business Associate agree to take such action as is necessary to amend this Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by the Parties.

5.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Regulations.

5.5. Survival. The obligations of the Business Associate regarding maintaining the privacy and security of PHI shall survive the termination of this Agreement.

5.6. Independent Contractor. None of the provisions of this Agreement are intended to create any relationship between the Parties other than that of independent entities contracting with each other for the purpose of effecting the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date of last signature by the Parties below.

SIGNAL (BHASO)

Dated: _____

By:_____
Printed Name: Daniel Darting
Title: CEO

Larimer County Community Corrections Department (Agency)

Dated: _____

By: _____
Printed Name: Jody Shadduck-McNally
Title: Chair, Larimer County Commissioner

Agency Tax Number: 84-6000779

Attest:

_____
Deputy Clerk

Approved as to form:

_____
Assistant County Attorney

Agreements

Item Name:
Document Title: Amendment Two To The Contract Between Larimer County Department of Human Services and Meals on Wheels of Loveland and Berthoud, Inc.
Submitted by: Kate Metz
Department: Human Services
Description: The purpose of this Amendment is to a) extend the term of the Contract through June 30, 2027; and b) increase the shall not exceed amount by three hundred fifty-seven thousand eight hundred forty-one dollars and fifty cents ($357,841.50) for a total Contract dollar amount of seven hundred fifteen thousand six hundred eighty dollars and fifty cents ($715,680.50)
Term: through June 30, 2027
Named Parties: Larimer County Department of Human Services and Meals on Wheels of Loveland and Berthoud, Inc.
Total Dollar Amount: $715,680.50

Attachments:

1.	DocuSign.AMEND1617999.Meals on Wheels	DocuSign.AMEND1617999.Meals on Wheels.pdf

Docusign Envelope ID: B6C4D59A-F0C6-8804-81E8-6E3DFEEEF9D3

Amendment Two To The Contract Between
Larimer County Department of Human Services
and
Meals on Wheels of Loveland and Berthoud, Inc.

I. **Parties.** This Amendment is made and entered into by and between the Larimer County Board of County Commissioners, on behalf of the Department of Human Services ("County"), whose address is: 1501 Blue Spruce, Fort Collins, Colorado 80524 and Meals on Wheels of Loveland and Berthoud, Inc. (Contractor), whose address is: 437 North Garfield Avenue, Loveland, CO US 80537.

II. **Purpose of Amendment.** The original Contract, dated July 1, 2025, required the Contractor to provide Home Delivered Meals for a total Contract amount that shall not exceed two hundred sixty nine thousand two hundred sixteen dollars ($269,216.00) with an expiration date of June 30, 2026.

Amendment One, dated October 14, 2025, amended the original Contract to: a) increase the shall not exceed amount by eighty-eight thousand six hundred twenty-three dollars ($88,623.00) for a total shall not exceed amount of three hundred fifty-seven thousand eight hundred thirty-nine dollars ($357,839.00).

This Amendment shall constitute the second amendment to the Contract between the County and the Contractor. The purpose of this Amendment is to a) extend the term of the Contract through June 30, 2027; and b) increase the shall not exceed amount by three hundred fifty-seven thousand eight hundred forty-one dollars and fifty cents ($357,841.50) for a total Contract dollar amount of seven hundred fifteen thousand six hundred eighty dollars and fifty cents ($715,680.50)..

III. **Term of the Amendment.** This Amendment shall commence on July 1, 2026, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

IV. **Amendments**.

1. The first sentence of Section III of the original Contract is hereby amended to read as follows:

"The term of this Contract is from July 1, 2025 through June 30, 2027."

2. The last sentence of Section IV, Subsection 1. of the original Contract is hereby amended to read as follows:

"The total payment under this Contract shall not exceed seven hundred fifteen thousand six hundred eighty dollars and fifty cents ($715,680.50)."

(a) This amount supersedes and replaces all references to the total Contract amount of three hundred fifty-seven thousand eight hundred thirty-nine dollars ($357,839.00) in the original Contract and Exhibit A, Scope of Work.

3. Page 1 of Exhibit B will be amended to read as follows:

Summary of Award per Fiscal Year with Unit Costs Project Period: July 1, 2026-June 30, 2027		
Contractor: Meals on Wheels of Loveland and Berthoud, Inc.		
Program	Federal/State Grant Funds Awarded	Unit Cost
Home Delivered Meals	$357,841.50	$5.10

*Available units are entered into the OAA-SYS® ("Oasis": Older Americans Act – System) by the County.

V. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor have not changed.

VI. **Amended Responsibilities of the County.** Responsibilities of the County have not changed.

VII. **Special Provisions.**

1. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the County and the Contractor, including but not limited to sovereign immunity under C.R.S. 24-10-101 et seq., fund availability requirements under C.R.S. 30-25-103, application of Colorado law, and all prohibitions against terms that violate 24-106-109; Colorado Constitution Article XI, Sections 1 and 2 and Article X, Section 20, shall remain unchanged and in full force and effect.

2. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the County.

VIII. **General Provisions.**

1. **Entirety of Contract**. The original Contract, consisting of fifty-eight (58) pages; Exhibit A, Scope of Work; Exhibit B, Cost Detail; Exhibit C, Insurance Requirements; Exhibit D, Business Associate Agreement; Exhibit E, Program Information; Exhibit F, Assessment Requirements; Exhibit G, State Unit on Aging Regulatory References; Exhibit H, Reimbursement Requests; Exhibit I, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; Amendment One, consisting of three (3) pages; and this Amendment Two, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

2. **Signature Authority**. This Contract shall not be valid unless it has been approved and signed by someone authorized by Larimer County Administrative Policy and Procedure 100.2N. This Contract may be executed in two or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 et seq. If this Contract is electronically signed it:

   (a) Is considered a "writing" or "in writing";

Docusign Envelope ID: B6C4D59A-F0C6-8804-81E8-6E3DFEEEF9D3

(b) Is deemed for all purposes as physically "signed";

(c) Is deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business; and

(d) Satisfies any legal formalities requiring agreements be in writing.

Neither party will contest the admissibility of copies (or printed versions) of this Contract under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis the Contract was originated, signed, or maintained in electronic form. Other than an original hand-written signature or an electronic signature of the same formality used to originally execute this Contract, no other communication between the parties (such as email, voice mail, or fax without a signature) shall be construed as a signature to this Contract (or any amendments to it or waiver of it).

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IX. Signatures. The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

CONTRACTOR:
Meals on Wheels of Loveland and Berthoud, Inc.

Signed by:
Jeffrey Pomranka
2A1F78E2BFF94E2...

6/5/2026

Contractor Date

COUNTY:
Board of County Commissioners
Larimer County, Colorado

BY: _____ _____
Chair Date

ATTEST:

_____ _____
Deputy Clerk Date

Department of Human Services

DocuSigned by:
Heather O'Hayre
229AF27BB16E405...

6/11/2026

Heather J. O'Hayre, Director Date

County Attorney's Office Approved Template October 3, 2025

Appointments

Item Name:

Document Title: Recommended Appointments to the Community Corrections Advisory Board

Submitted by: Sarah Martin, Administrative Specialist II

Department: Commissioners' Office

Named Parties: Jill Fox, Sidney Simonson, Paulina Campis, Caleb Frazier, Steve Pietrafeso, and Patti West

Description: Appoint Jill Fox, Sidney Simonson, Paulina Campis, Caleb Frazier, Steve Pietrafeso, and Patti West to a full-term appointment to the Community Corrections Advisory Board beginning July 1, 2026 and ending June 30, 2028.

Attachments:

Appointments

Item Name:
Document Title: Recommended Appointments to the Nedrah Acres Public Improvement District
Submitted by: Sarah Martin, Administrative Specialist II
Department: Commissioners' Office
Named Parties: Gregory George and Jeffrey Luker
Description: Appoint Gregory George and Jeffrey Luker to a full-term appointment to the Nedrah Acres PID to the following staggered terms:

Gregory George - June 23, 2026 to November 30, 2029
Jeffrey Luker - June 23, 2026 to November 30, 2028

Attachments:

Letters of Support

Item Name:

Document Title: Upstate Colorado Economic Development Association Planning Grant

Submitted by: Amanda Aquino, Administrative Coord

Department: Economic and Workforce Development Department

Subject Matter: Letter of Support stating Larimer County is pleased to support this 18-month regional initiative led by Upstate Colorado to strengthen Northern Colorado's capacity to support advanced manufacturing and other high-capacity utility users.

Description: The purpose of the grant is an 18-month regional initiative led by Upstate focused on assessing utility capacity, identifying infrastructure investment priorities, and improving municipal readiness to support advanced manufacturing and high capacity utility users across Northern Colorado. The project will result in a Regional Utility Load Capacity Assessment, Infrastructure Financing and Capital Alignment Strategies, and a Regional Readiness and Coordination Toolkit that local governments can use to support infrastructure planning, funding alignment, and regional coordination. The initiative will be conducted in partnership with local governments, utility providers, economic development organizations, and other stakeholders throughout the region.

Attachments:

1.	06.16.26 Upstate Colorado EDA Planning Grant Letter of Support	06.16.26 Upstate Colorado EDA Planning Grant Letter of Support.docx

LARIMER COUNTY | BOARD OF COUNTY COMMISSIONERS

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.7010, Larimer.org

June 16, 2026

Angela Belden Martinez, Regional Director
U.S. Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431 Denver, Colorado 80204

RE: Larimer County's Support for Upstate Colorado Economic Development's FY26 Short Term Planning Grant Application

Dear Director Martinez,

We acknowledge that Upstate Colorado Economic Development (Upstate) is acting in cooperation with Larimer County in its application for Economic Development Administration Short-Term Planning funding to advance a regional initiative focused on infrastructure readiness, utility capacity planning, and strategies to support future economic growth opportunities throughout Northern Colorado.

We recognize that this effort will engage local governments, utility providers, economic development partners, and other regional stakeholders to better understand infrastructure needs, identify investment priorities, and strengthen regional coordination. The resulting assessments, strategies, and planning tools will help communities make informed decisions regarding infrastructure investments and economic development opportunities while supporting a more coordinated regional approach to growth.

Larimer County supports this regional planning effort and welcomes the opportunity to participate in activities that strengthen infrastructure readiness and economic competitiveness across the region.

Sincerely,

John Kefalas
Board Chair Pro Tem
District I

Liquor License

Item Name:
Document Title: Liquor License Renewal-T&B PROPERTIES DBA WESTLAKE LIQUORS
Submitted by: Deirdre O'Neill, Recording Ops Coordinator
Department: Clerk and Recorder
Establishment Name: WESTLAKE LIQUORS
Location: RED FEATHER LAKES, COLORADO
Named Parties:TRESSA MART
License Type: RETAIL LIQUOR STORE
Request: APPROVAL AND ISSUANCE

Attachments:
1. Westlake Liquors Westlake Liquors.pdf

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW AT ALL TIMES

LARIMER COUNTY
COMMITTED TO EXCELLENCE

ALCOHOLIC BEVERAGE LICENSE

This license is issued subject to all the terms and conditions of the Regulations of the Liquor Enforcement Division of the Department of Revenue and the Statutes of the State of Colorado, and is subject to revocation, suspension or non-renewal, and upon these terms is so accepted by the licensee.

License Number: 03-10119

Issued To: T & B Properties

Business Name: Westlake Liquors

Location: 137 County Road 67A
Red Feather Lakes CO 80545

Mailing Address: 137 County Road 67A
Red Feather Lakes
CO 80545

Type of License: Retail Liquor Store

Date Paid: 5/26/2026

Expiration Date: 07/15/2027

Tina Harris
Larimer County Clerk & Recorder

By_____
Deputy Clerk

_____
Board of County Commissioners

Questions concerning this license should be addressed to:
Larimer County Clerk's Office
P.O. Box 1280
Fort Collins CO 80522
(970) 498-7860

Liquor License

Item Name:
Document Title: LIQUOR LICENSE RENEWAL-GLEN HAVEN GENERAL STORE LLC DBA GLEN HAVEN GENERAL STORE
Submitted by: Deirdre O'Neill, Recording Ops Coordinator
Department: Clerk and Recorder
Establishment Name: GLEN HAVEN GENERAL STORE
Location: GLEN HAVEN
Named Parties: AMANDA HOSKINS
License Type: FERMENTED MALT BEVERAGE OFF PREMISE
Request: APPROVAL AND ISSUANCE

Attachments:
1. Glen Haven Glen Haven.pdf

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW AT ALL TIMES

LARIMER COUNTY
COMMITTED TO EXCELLENCE

ALCOHOLIC BEVERAGE LICENSE

This license is issued subject to all the terms and conditions of the Regulations of the Liquor Enforcement Division of the Department of Revenue and the Statutes of the State of Colorado, and is subject to revocation, suspension or non-renewal, and upon these terms is so accepted by the licensee.

License Number: 04-01713

Issued To: Glen Haven General Store LLC

Business Name: Glen Haven General Store

Location: 7499 County Road 43
Glen Haven CO 80532

Mailing Address: PO Box 30
Glen Haven
CO 80532

Type of License: Ferment Malt Beverage Off Premise

Date Paid: 6/1/2026

Expiration Date: 08/18/2027

Tina Harris
Larimer County Clerk & Recorder

By_____
Deputy Clerk

_____
Board of County Commissioners

Questions concerning this license should be addressed to:
Larimer County Clerk's Office
P.O. Box 1280
Fort Collins CO 80522
(970) 498-7860

Liquor License

Item Name: Document Title: LIQUOR LICENSE CHANGE OF MANAGER -Z GOLF FOOD & BEVERAGE SERVICES LLC
Submitted by: Deirdre O'Neill, Recording Ops Coordinator
Department: Clerk and Recorder
Establishment Name: WEDGEWOOD WEDDING & BANQUET CENTER
Location: LAPORTE, COLORADO
Named Parties: LEAH BROST
License Type: CHANGE OF MANAGER
Request: APPROVAL AND ISSUANCE

Attachments:

Miscellaneous

Item Name:
Document Title: Workers' Compensation Technician Position — Risk Management
Submitted by: Jenna Cifala, Purchasing Contract Coord for Lorrie Lopez
Department: Financial Services
Description: The current Workers’ Compensation program relies on a single specialist to manage all aspects of claim administration, employee support, and program oversight. This structure presents operational risk, customer service gaps, and increased claim costs due to limited capacity for proactive management. Risk Management is requesting approval of a new Workers’ Compensation Technician position to assume transactional and administrative responsibilities. This will allow the existing Risk Management Coordinator to transition into a program-focused role (Sr. Workers’ Compensation Specialist), improving claim outcomes, reducing costs, and enhancing employee and departmental support. This position is funded from the Risk Management fund. Approval of this item grants an additional position for Risk Management effective upon approval.

Attachments:

Resolution

Item Name:

Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Stanley Heights Public Improvement District No. 81

Submitted by: Katie Beilby

Department: Engineering

Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Stanley Heights Public Improvement District No. 81

Named Parties: Larimer County Board of County Commissioners

Attachments:

1. Not Signed_ Ordering a Public Hearing Resolution Stanley Heights — Not Signed_ Ordering a Public Hearing Resolution Stanley Heights.docx

RESOLUTION NO. 06232026R001

A RESOLUTION ORDERING A PUBLIC HEARING TO CONSIDER PETITIONS FOR STANLEY HEIGHTS PUBLIC IMPROVEMENT DISTRICT NO. 81

WHEREAS, the Board of County Commissioners has determined that said petitions are signed by not less than thirty percent of the electors of the proposed district.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER, STATE OF COLORADO, AS FOLLOWS:

1. That a public hearing shall be held before the Board of County Commissioners in the Commissioner's Hearing Room of the Larimer County Administrative Services Building located at 200 West Oak Street, Fort Collins, on the 6th day of July 2026 at 6:00 p.m. to consider said petition.

2. That the Larimer County Clerk shall cause to be published in accordance with §30-20-507 and §30-20 -503(4) C.R.S., the attached notice of the pendency of the petition, of the purposes and boundaries of said district, and of the time and place of hearing thereon, in a newspaper of general circulation in Larimer County and in said district.

3. That the Clerk shall also cause a copy of the notice to be mailed to each elector of the district at the elector's last known address, as disclosed by the tax records of Larimer County, Colorado and the last official voter registration lists.

4. That the Clerk shall also cause a copy of said notice to be mailed to each municipality located within three miles of the boundaries of the proposed district at the same time notice is mailed to the electors of the district.

Approved and adopted this 23rd day of June 2026.

LARIMER COUNTY, BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

[SEAL]

ATTEST:

_____
Deputy County Clerk

APPROVED AS TO FORM:

_____
Assistant Deputy County Attorney

EXHIBIT A

NOTICE OF HEARING

Public Notice is hereby given pursuant to C.R.S. § 3020507 that a petition for a public improvement district, to be known as the Stanley Heights Public Improvement District No. 81 was filed with the Clerk of the Board of Commissioners of the County of Larimer. The Board of Commissioners of said County has set a public hearing on said petition in the Commissioner's Hearing Room of the Larimer County Administrative Services Building, 200 West Oak St., Fort Collins, Colorado, on July 6, 2026, at 6:00 p.m. For information on the meeting, please contact Katie Beilby at 9704985726.

THE LEGAL DESCRIPTION OF THE TERRITORY TO BE INCLUDED IN THE DISTRICT IS AS FOLLOWS :

The following parcels in the Stanley Heights Subdivision, and metes and bounds, according to the plats thereof on file in the Office of the Clerk and Recorder, Larimer County, Colorado.

Parcel Numbers:	**Parcel Legal Description:**
2519100010	W 3/4 OF NW OF NE 19-5-72; EX W 200 FT OF N 600 FT, LESS 6.57 AC M/L AS IN 903-181, 961-343, 1587- 586
2519100011	COM AT N 1/4 COR 19-5-72, TH S 1 18' W ALG 1/4 SEC LN 1078.5 FT TPOB, S 88 49' E 632.5 FT, N 44 33' E 238.8 FT, N 88 57' E 193.4 FT TO E LN W 3/4 OF NW OF NE TO PT WH IS 891.5 FT S OF N LN, TH S 1 24' W 429.4 FT M/L TO S LN OF NW OF NE, W ALG SD S LN 989.3 FT TO 1/4 SEC LN, N 1 18' E ALG 1/4 SEC LN 246.3 FT M/L TPOB; ALSO BEG AT N 1/4 COR 19-5-72, TH S 1 18' W ALG 1/4 SEC LN 1078.5FT TPOB, S 88 49' E 632.5 FT, N 44 33' E 238.8 FT, N 88 49' W 796.3 FT TO 1/4 SEC LN, S 1 18' W 173.6 FT TPOB CONT 2.847 AC; LESS N 20 FT
2519100015	PT OF E 50 AC N 1/2 OF NE 1/4 19-5-72, BEG AT NE COR, N 88 41' W ALG N LN OF NE 1/4 1304.17 FT TPOB, TH ALG SD LN N 88 41' W 341 FT TO NW COR SD 50 AC TR, TH S 1 35' 51" W 490 FT ALG WRLY BDRY SD 50 AC TR TO C/L 30 FT RD, TH S 88 41' E 341 FT ALG C/L RD, N 1 35' 51" E 490 FT ALG C/L RD TPOB
2519100017	PAR E-3: POR OF E 50 ACRES OF N 1/2 OF NE 1/4 19-5-72, BEG AT NE COR, TH N 88 41' W ALG N LN NE 1/4 1645.17 FT, S 1 35' 51" W 924.1 FT TPOB, TH S 1 35' 51" W 403.01 FT, S 88 54' 27" E 326 FT, N 1 35' 51" E 433.88 FT, S 79 41' W 159.43 FT, N 88 41' W 170 FT TPOB
2519100018	PAR E-2: POR OF E 50 ACRES OF N 1/2 OF NE 1/4 OF 19-5-72 DESC AS BEG AT NE COR, TH N 88 41' W ALG N LN NE 1/4 1645.17 FT, S 1 35' 51" W 490 FT TPOB, S 1 35' 51" W 434.1 FT, S 88 41' E 170 FT, N 79 41' E 159.43 FT, N 1 35' 51" E 401.95 FT, N 88 41' W 326 FT TPOB
2519105001	LOT 1, GOODALL LAND CONSOLIDATION PLAT (20170054583)
2519205008	LOT 8, STANLEY HTS
2519205009	LOT 9, STANLEY HTS
2519205012	LOT 12 & 13, STANLEY HTS; LESS 1483-533; LESS PUBLIC RD AS IN 1105-42
2519205014	LOT 14, STANLEY HTS
2519205016	LOT 16, STANLEY HTS
2519205017	LOT 17, STANLEY HTS
2519205018	LOT 18, STANLEY HTS
2519205019	LOT 19, STANLEY HTS
2519205020	LOT 20, STANLEY HTS
2519205021	LOT 21 LESS E 13.2 FT, STANLEY HEIGHTS
2519205022	LOT 22 ALSO E 13.2 FT OF LOT 21, STANLEY HEIGHTS

2519205023	LOT 23, STANLEY HTS
2519205026	LOT 26, STANLEY HTS
2519205030	LOT 30, STANLEY HTS
2519205038	LOT 38, STANLEY HTS
2519205043	LOT 43, STANLEY HTS
2519205044	LOT 44, STANLEY HTS
2519205045	LOT 45, STANLEY HTS
2519205046	LOT 46, STANLEY HTS
2519205047	LOT 47, STANLEY HTS; EX COM AT SE COR LOT 47, N 56' E ON LN BET LOTS 47 & 48, 300 FT, S 44 57' W 417.25 FT TO S LN LOT 47, S 89 4' E 290 FT TPOB
2519205049	LOT 49, STANLEY HTS
2519205050	LOT 50, STANLEY HTS
2519205051	LOT 51, STANLEY HTS
2519205059	LOT 48 & COM AT SE COR LOT 47, STANLEY HTS, TH N 56' E ON LN BET LOTS 47 & 48 300 FT; TH S 44 57' W 417.25 FT; TH S 89 04' E 290 FT TO BEG
2519207006	LOT 6A, AMD PL LOTS 6 & 7, STANLEY HEIGHTS SUB
2519208039	LOT 39A, AMD LOTS 39 & 40, STANLEY HEIGHTS SUB
2519208040	LOT 40A, AMD LOTS 39 & 40, STANLEY HEIGHTS SUB
2519209041	LOT 41A, STANLEY HEIGHTS SUB AMD LOTS 41 & 42 (20050016755)
2519210004	LOT 4A, STANLEY HEIGHTS AMD LOTS 4 AND 5 (20070006036)
2519210005	LOT 5A, STANLEY HEIGHTS AMD LOTS 4 AND 5 (20070006036)
2519211027	LOT 27A, STANLEY HEIGHTS AMD LOTS 27, 28, & 29 (20070046329)
2519211029	LOT 29A, STANLEY HEIGHTS AMD LOTS 27, 28, & 29 (20070046329)
2519326052	LOT 52, AMENDED PLAT OF LOTS 52 & 53, STANLEY HTS
2519326053	LOT 53, AMENDED PLAT OF LOTS 52 & 53, STANLEY HTS
2519327001	LOT 1, STANLEY HTS; ALSO TR IN 19-5-72 DESC AS COM AT W 1/4 COR, S 0 5' W ALG W LN 567.5 FT TPOB, S 89 55' E 500 FT, S 0 5' W 91.9 FT TO NW COR STANLEY HTS ADD, S 84 46' E 122.99 FT, N 0 15' W 152.82 FT TO SE COR LOT 1, STANLEY HTS ADD, N 89 55' W 621.6 FT ALG S LN SD LOT TO PT ON W LN, S 0 5' W ALG SD W LN 49.88 FT TPOB CONT 0.985 AC
2519327031	LOT 31, STANLEY HTS
2519327032	POR LOT 32, STANLEY HTS DESC AS BEG AT NE COR LOT 32, N 89 4' W ALG N LN SD LOT 339.7 FT, S 0 15' E 193.64 FT, S 89 4' E 335.7 FT TO E LN SD LOT, TH ALG E LN N 0 56' E 193.6 FT TPOB
2519327033	LOT 32 & 33, STANLEY HTS; EX 864-43; ALSO POR LOT 34 DESC AS BEG AT SW COR LOT 34, TH NERLY ALG W LN SD LOT 366.33 FT TO N LN SD LOT, TH ERLY ALG N LN SD LOT 59.45 FT, SRLY PARA WITH & 59.45 FT E OF W LN SD LOT 366.33 FT TO S LN SD LOT, TH W ALG S LN SD LOT 59.45 FT TPOB
2519327035	LOT 35, STANLEY HTS
2519327036	LOT 36, STANLEY HTS
2519327037	LOT 37, STANLEY HTS
2519327054	LOT 54, STANLEY HTS
2519327058	LOT 34 LESS W 59.45 FT, STANLEY HTS
2519327060	POR OF NW 1/4 SW 1/4 19-5-72, BEG AT PT WH NW COR OF SW 1/4 BEARS N 74 23' W 695.2 FT, S 89 4' E 225.5 FT, S 0 56' W 193.2 FT, N 89 4' W 225.5 FT, N 0 25' W 65.4 FT, N 0 15' W 127.8 FT TPOB CONT 1 AC M/L, BEING W END OF N 1/2 LOT 32, STANLEY HTS
2519333002	LOT 2A, AMND LOTS 2 AND 3, STANLEY HEIGHTS SUB (20130082737)

A DESCRIPTION OF THE IMPROVEMENTS TO BE MADE IS AS FOLLOWS: This public improvement district shall be for the purpose of rehabilitating, improving, and indefinitely maintaining the existing publicly dedicated streets in the Stanley Heights Public Improvement District, within Larimer County, Colorado. Streets that shall be eligible for improvements within the Stanley Heights Public Improvement District include: North Lane, West Lane, East Lane and South Lane. The public improvement district may also maintain public facilities as they exist for storm water drainage within the subdivision.
Improvement of the streets may include reconstruction as it becomes necessary due to wear and tear. Areas of failure will be reconstructed by removal of the existing asphalt or concrete material, excavating to a specified depth, compacting the subgrade material and replacing the excavated material with a patch of hot asphaltic material. Repairs to the concrete curb, gutters, sidewalks, and crosspans within the public right-of-ways may also be included as necessary.
After performing any necessary rehabilitation or reconstruction work, a life cycle preventive maintenance program will be instituted for the street system. This program will involve, by way of example and not limitation, crack sealing, surface sealing, patching, and placing of an asphalt mat overlay over the existing street surface to delay eventual reconstruction of the street surface.
The public improvement district may also take measures to control snow and ice on the streets of the subdivision.

This notice is given by order of the Board of County Commissioners of the County of Larimer, State of Colorado, this 23rd day of June, 2026

Deputy Larimer County Clerk and Recorder

Resolution

Item Name:

Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Colland Center Public Improvement District No. 82

Submitted by: Katie Beilby

Department: Engineering

Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Colland Center Public Improvement District No. 82

Named Parties: Larimer County Board of County Commissioners

Attachments:

1.	Not Signed_Ordering a Hearing Resolution - Colland Center No. 82	Not Signed_Ordering a Hearing Resolution - Colland Center No. 82.docx

RESOLUTION NO. 06232026R002

A RESOLUTION ORDERING A PUBLIC HEARING TO CONSIDER PETITIONS FOR COLLAND CENTER PUBLIC IMPROVEMENT DISTRICT NO. 82

WHEREAS, the Board of County Commissioners has determined that said petitions are signed by not less than thirty percent of the electors of the proposed district.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER, STATE OF COLORADO, AS FOLLOWS:

1. That a public hearing shall be held before the Board of County Commissioners in the Commissioner's Hearing Room of the Larimer County Administrative Services Building located at 200 West Oak Street, Fort Collins, on the 6th day of July 2026, at 6:00 p.m. to consider said petition.

2. That the Larimer County Clerk shall cause to be published in accordance with §30-20-507 and §30-20 -503(4) C.R.S., the attached notice of the pendency of the petition, of the purposes and boundaries of said district, and of the time and place of hearing thereon, in a newspaper of general circulation in Larimer County and in said district.

3. That the Clerk shall also cause a copy of the notice to be mailed to each elector of the district at the elector's last known address, as disclosed by the tax records of Larimer County, Colorado and the last official voter registration lists.

4. That the Clerk shall also cause a copy of said notice to be mailed to each municipality located within three miles of the boundaries of the proposed district at the same time notice is mailed to the electors of the district.

Approved and adopted this 23rd day of June 2026.

LARIMER COUNTY, BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

[SEAL]

ATTEST:

_____
Deputy County Clerk

APPROVED AS TO FORM:

Frank N Haug
Assistant Deputy County Attorney

EXHIBIT A

NOTICE OF HEARING

Public Notice is hereby given pursuant to C.R.S. § 3020507 that a petition for a public improvement district, to be known as the Colland Center Public Improvement District No. 82 was filed with the Clerk of the Board of Commissioners of the County of Larimer. The Board of Commissioners of said County has set a public hearing on said petition in the Commissioner's Hearing Room of the Larimer County Administrative Services Building, 200 West Oak St., Fort Collins, Colorado, on July 6, 2026, at 6:00 p.m. For information on the meeting, please contact Katie Beilby at 9704985726.

THE LEGAL DESCRIPTION OF THE TERRITORY TO BE INCLUDED IN THE DISTRICT IS AS FOLLOWS :

The following parcels in the Colland Center Subdivision, and Metes & Bounds Between 287 and Lemay Ave south of Carpenter, according to the plats thereof on file in the Office of the Clerk and Recorder, Larimer County, Colorado.

Parcel Numbers:	**Parcel Legal Description:**
9624105001	LOT 1, COLLAND CENTER 2ND FIL
9624105002	LOT 2, COLLAND CENTER 2ND
9624105003	LOT 3 COLLAND CENTER 2ND
9624105004	LOT 4, COLLAND CENTER 2ND
9624105005	LOT 5, COLLAND CENTER, 2ND
9624105006	LOT 6 COLLAND CENTER 2ND
9624105007	LOT 7, COLLAND CENTER 2ND
9624105008	LOT 8 COLLAND CENTER 2ND
9624105009	LOT 9 COLLAND CENTER 2ND
9624105010	LOT 10 COLLAND CENTER 2ND
9624105011	LOT 11, COLLAND CENTER 2ND
9624105012	LOT 12, COLLAND CENTER 2ND
9624105013	LOT 13 COLLAND CENTER 2ND
9624105014	LOT 14 COLLAND CENTER 2ND
9624105015	LOT 15, COLLAND CENTER 2ND
9624105016	LOT 16, COLLAND CENTER 2ND
9624105017	LOT 17 COLLAND CENTER 2ND
9624105018	LOT 18, COLLAND CENTER 2ND
9624105019	LOT 19, COLLAND CENTER 2ND
9624105020	LOT 20 COLLAND CENTER 2ND
9624105021	LOT 21 COLLAND CENTER 2ND
9624105022	LOT 22 COLLAND CENTER 2ND
9624105023	LOT 23 COLLAND CENTER 2ND
9624105024	LOT 24 COLLAND CENTER 2ND
9624105025	LOT 25 COLLAND CENTER 2ND
9624105026	LOT 26 COLLAND CENTER 2ND
9624105027	LOT 27, COLLAND CENTER 2ND
9624105028	LOT 28 COLLAND CENTER 2ND
9624109038	LOT 38, COLLAND CENTER 3RD
9624109039	LOT 39, COLLAND CENTER 3RD
9624109040	LOT 40, COLLAND CENTER 3RD
9624109041	LOT 41, COLLAND CENTER 3RD

9624109042	LOT 42, COLLAND CENTER 3RD
9624109043	LOT 43, COLLAND CENTER 3RD FIL
9624109044	LOT 44, COLLAND CENTER 3RD
9624109045	LOT 45, COLLAND CENTER 3RD
9624109046	LOT 46, COLLAND CENTER 3RD
9624109047	LOT 47, COLLAND CENTER 3RD
9624109048	LOT 48, COLLAND CENTER 3RD
9624109049	LOT 49, COLLAND CENTER 3RD FIL
9624109050	LOT 50, COLLAND CENTER 3RD
9624109051	LOT 51, COLLAND CENTER 3RD
9624109052	LOT 52, COLLAND CENTER 3RD
9624109053	LOT 53, COLLAND CENTER 3RD
9624109054	LOT 54, COLLAND CENTER 3RD
9624109055	LOT 55, COLLAND CENTER 3RD
9624109056	LOT 56, COLLAND CENTER 3RD
9624109057	LOT 57, COLLAND CENTER 3RD
9624206001	LOT 1, AMD PLAT COLLAND CENTER
9624206002	LOT 2, AMD PLAT COLLAND CENTER
9624206003	LOT 3, AMD PLAT COLLAND CENTER
9624206004	LOT 4, AMD PLAT COLLAND CENTER
9624206005	LOT 5, AMD PLAT COLLAND CENTER
9624206006	LOT 6, AMD PLAT COLLAND CENTER
9624206007	LOT 7, AMD PLAT COLLAND CENTER
9624206008	LOT 8, AMD PLAT COLLAND CENTER
9624206009	LOT 9, AMD PLAT COLLAND CENTER
9624206010	LOT 10, AMD PLAT COLLAND CENTER
9624206011	LOT 11, AMD PLAT COLLAND CENTER
9624206012	LOT 12, AMD PLAT COLLAND CENTER
9624206013	LOT 13, AMD PLAT COLLAND CENTER
9624206014	LOT 14, AMD PLAT COLLAND CENTER
9624206015	LOT 15, AMD PLAT COLLAND CENTER
9624206016	LOT 16, AMD PLAT COLLAND CENTER
9624206017	LOT 17, AMD PLAT COLLAND CENTER
9624206018	LOT 18, AMD PLAT COLLAND CENTER
9624206019	LOT 19, AMD PLAT COLLAND CENTER
9624206020	LOT 20, AMD PLAT COLLAND CENTER
9624206021	LOT 21, AMD PLAT COLLAND CENTER
9624206022	LOT 22, AMD PLAT COLLAND CENTER
9624206023	LOT 23, AMD PLAT COLLAND CENTER
9624206024	LOT 24, AMD PLAT COLLAND CENTER
9624206025	LOT 25, AMD PLAT COLLAND CENTER
9624206026	LOT 26, AMD PLAT COLLAND CENTER
9624206027	LOT 27, AMD PLAT COLLAND CENTER
9624206028	LOT 28, COLLAND CENTER
9624206029	LOT 29, AMD PLAT COLLAND CENTER

9624206030	LOT 30, AMD PLAT COLLAND CENTER
9624206031	LOT 31, AMD PLAT COLLAND CENTER
9624206032	LOT 32, AMD PLAT COLLAND CENTER
9624206033	LOT 33, AMD PLAT COLLAND CENTER
9624206034	LOT 34, AMD PLAT COLLAND CENTER
9624206035	LOT 35, AMD PLAT COLLAND CENTER
9624206036	LOT 36, AMD PLAT COLLAND CENTER
9624206037	LOT 37, AMD PLAT COLLAND CENTER
9624206038	LOT 38, AMD PLAT COLLAND CENTER
9624206039	LOT 39, AMD PLAT COLLAND CENTER
9624206040	LOT 40, AMD PLAT COLLAND CENTER
9624206041	LOT 41, AMD PLAT COLLAND CENTER
9624206042	LOT 42, AMD PLAT COLLAND CENTER
9624206043	LOT 43, AMD PLAT COLLAND CENTER
9624206044	LOT 44, AMD PLAT COLLAND CENTER
9624206045	LOT 45, AMD PLAT COLLAND CENTER
9624206046	LOT 46, AMD PLAT COLLAND CENTER
9624206047	LOT 47, AMD PLAT COLLAND CENTER
9624206048	LOT 48, AMD PLAT COLLAND CENTER
9624206049	LOT 49, AMD PLAT COLLAND CENTER
9624206050	LOT 50, AMD PLAT COLLAND CENTER
9624206051	LOT 51, AMD PLAT COLLAND CENTER
9624206052	LOT 52, AMD PLAT COLLAND CENTER
9624206053	LOT 53, AMD PLAT COLLAND CENTER
9624206054	LOT 54, AMD PLAT COLLAND CENTER
9624206055	LOT 55, AMD PLAT COLLAND CENTER
9624206056	LOT 56, AMD PLAT COLLAND CENTER
9624206057	LOT 57, AMD PLAT COLLAND CENTER
9624206058	LOT 58, AMD PLAT COLLAND CENTER
9624206059	LOT 59, AMD PLAT COLLAND CENTER
9624206060	LOT 60, AMD PLAT COLLAND CENTER
9624206061	LOT 61, AMD PLAT COLLAND CENTER
9624206062	LOT 62, AMD PLAT COLLAND CENTER
9624206063	LOT 63, AMD PLAT COLLAND CENTER
9624206064	LOT 64, AMD PLAT COLLAND CENTER
9624206065	LOT 65, AMD PLAT COLLAND CENTER
9624206066	LOT 66, AMD PLAT COLLAND CENTER
9624206067	LOT 67, AMD PLAT COLLAND CENTER
9624206068	LOT 68, AMD PLAT COLLAND CENTER
9624206069	LOT 69, AMD PLAT COLLAND CENTER
9624206070	LOT 70, AMD PLAT COLLAND CENTER
9624206071	LOT 71, AMD PLAT COLLAND CENTER
9624206072	LOT 72, AMD PLAT COLLAND CENTER
9624206073	LOT 73, AMD PLAT COLLAND CENTER
9624206074	LOT 74, AMD PLAT COLLAND CENTER

9624206075	LOT 75, AMD PLAT COLLAND CENTER
9624206076	LOT 76, AMD PLAT COLLAND CENTER
9624206077	LOT 77, AMD PLAT COLLAND CENTER
9624206078	LOT 78, AMD PLAT COLLAND CENTER
9624206079	LOT 79, AMD PLAT COLLAND CENTER
9624206080	LOT 80, AMD PLAT COLLAND CENTER
9624206081	LOT 81, AMD PLAT COLLAND CENTER
9624206082	LOT 82, AMD PLAT COLLAND CENTER
9624206083	LOT 83, AMD PLAT COLLAND CENTER
9624206084	LOT 84, AMD PLAT COLLAND CENTER
9624206085	LOT 85, AMD PLAT COLLAND CENTER
9624206086	LOT 86, AMD PLAT COLLAND CENTER
9624206087	LOT 87, AMD PLAT COLLAND CENTER
9624206088	LOT 88, AMD PLAT COLLAND CENTER
9624206089	LOT 89, AMD PLAT COLLAND CENTER
9624206090	LOT 90, AMD PLAT COLLAND CENTER
9624206091	LOT 91, AMD PLAT COLLAND CENTER
9624206092	LOT 92, AMD PLAT COLLAND CENTER
9624206093	LOT 93, AMD PLAT COLLAND CENTER
9624206094	LOT 94, AMD PLAT COLLAND CENTER
9624206095	LOT 95, AMD PLAT COLLAND CENTER
9624206096	LOT 96, AMD PLAT COLLAND CENTER
9624206097	LOT 97, AMD PLAT COLLAND CENTER
9624206098	LOT 98, AMD PLAT COLLAND CENTER
9624206099	LOT 99, AMD PLAT COLLAND CENTER
9624206100	LOT 100, AMD PLAT COLLAND CENTER
9624206101	LOT 101, AMD PLAT COLLAND CENTER
9624206102	LOT 102, AMD PLAT COLLAND CENTER
9624206103	LOT 103, AMD PLAT COLLAND CENTER
9624206104	LOT 104, AMD PLAT COLLAND CENTER
9624206105	LOT 105, AMD PLAT COLLAND CENTER
9624206106	LOT 106, AMD PLAT COLLAND CENTER
9624206107	LOT 107, AMD PLAT COLLAND CENTER
9624206108	LOT 108, AMD PLAT COLLAND CENTER
9624206109	LOT 109, AMD PLAT COLLAND CENTER
9624206110	TR '1', AMD PLAT COLLAND CENTER
9624207010	LOT 10, COLLAND CENTER 3RD
9624207011	LOT 11, COLLAND CENTER 3RD
9624207012	LOT 12, COLLAND CENTER 3RD
9624207018	LOT 18, COLLAND CENTER 3RD
9624207019	LOT 19, COLLAND CENTER 3RD
9624207020	LOT 20, COLLAND CENTER 3RD
9624207021	LOT 21, COLLAND CENTER 3RD
9624207022	LOT 22, COLLAND CENTER 3RD
9624207023	LOT 23, COLLAND CENTER 3RD

9624207024	LOT 24, COLLAND CENTER 3RD
9624207025	LOT 25, COLLAND CENTER 3RD
9624207026	LOT 26, COLLAND CENTER 3RD
9624207027	LOT 27, COLLAND CENTER 3RD
9624207028	LOT 28, COLLAND CENTER 3RD
9624207029	LOT 29, COLLAND CENTER 3RD
9624207030	LOT 30, COLLAND CENTER 3RD
9624207031	LOT 31, COLLAND CENTER 3RD
9624207032	LOT 32, COLLAND CENTER 3RD
9624207033	LOT 33, COLLAND CENTER 3RD
9624207034	LOT 34, COLLAND CENTER 3RD
9624207035	LOT 35, COLLAND CENTER 3RD
9624207036	LOT 36, COLLAND CENTER 3RD
9624207037	LOT 37, COLLAND CENTER 3RD
9624207914	LOT 14A OF THE LOT CONSOLIDATION OF LOTS 14 & 15 COLLAND CENTER 3RD
9624207916	LOT 16, COLLAND CENTER 3RD
9624216002	LOT 2, ADAMS RETAIL SUB (20100056632)
9624216003	LOT 3, ADAMS RETAIL SUB (20100056632)
9624224001	LOT 1, AMD LOTS 1-A AND 13-A OF THE AMD LOTS 1, 2, 3, AND 13, COLLAND CENTER 3RD FIL 2000069808
9624225001	LOT 1, AMD LOTS 7, 8 & 9 COLLAND CENTER THIRD 20040044865

A DESCRIPTION OF THE IMPROVEMENTS TO BE MADE IS AS FOLLOWS: This public improvement district shall be for the purpose of rehabilitating, improving, and indefinitely maintaining the existing publicly dedicated streets in Colland Center, within Larimer County, Colorado. Streets that shall be eligible for improvements within the Colland Center include: Allott Avenue, Colland Drive, Concise Drive, Costigan Avenue, Diamond Drive, Emerald Avenue, Park Place, Park Place Court, Ruby Drive, Victoria Court and Walker Way. The public improvement district may also maintain public facilities as they exist for storm water drainage within the subdivision.

Improvement of the streets may include reconstruction as it becomes necessary due to wear and tear. Areas of failure will be reconstructed by removal of the existing asphalt or concrete material, excavating to a specified depth, compacting the subgrade material and replacing the excavated material with a patch of hot asphaltic material. Repairs to the concrete curb, gutters, sidewalks, and crosspans within the public right-of-ways may also be included as necessary. After performing any necessary rehabilitation or reconstruction work, a life cycle preventive maintenance program will be instituted for the street system. This program will involve, by way of example and not limitation, crack sealing, surface sealing, patching, and placing of an asphalt mat overlay over the existing street surface to delay eventual reconstruction of the street surface.

The public improvement district may also take measures to control snow and ice on the streets of the subdivision.

This notice is given by order of the Board of County Commissioners of the County of Larimer, State of Colorado, this 23rd day of June, 2026

Deputy Larimer County Clerk and Recorder

Resolution

Item Name:
Document Title: A Resolution Ordering A Public Hearing To Consider Petitions For Public Improvement District Terry Point Estates No. 85
Submitted by: Katie Beilby
Department: Engineering
Description: Sign a resolution ordering a public hearing on July 6, 2026, to consider the Petition for the proposed Terry Point Estates Public Improvement District No. 85
Named Parties: Larimer County Board of County Commissioners

Attachments:
1. Not Signed_ Ordering a Public Hearing Terry Point PID No. 85 — Not Signed_ Ordering a Public Hearing Terry Point PID No. 85.docx

RESOLUTION NO. 06232026R003

A RESOLUTION ORDERING A PUBLIC HEARING TO CONSIDER PETITIONS FOR PUBLIC IMPROVEMENT DISTRICT TERRY POINT ESTATES NO. 85

WHEREAS, the Board of County Commissioners has determined that said petitions are signed by not less than thirty percent of the electors of the proposed district.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER, STATE OF COLORADO, AS FOLLOWS:

1. That a public hearing shall be held before the Board of County Commissioners in the Commissioner's Hearing Room of the Larimer County Administrative Services Building located at 200 West Oak Street, Fort Collins, on the 6th day of July 2026, at 6:00 p.m. to consider said petition.

2. That the Larimer County Clerk shall cause to be published in accordance with §30-20-507 and §30-20 -503(4) C.R.S., the attached notice of the pendency of the petition, of the purposes and boundaries of said district, and of the time and place of hearing thereon, in a newspaper of general circulation in Larimer County and in said district.

3. That the Clerk shall also cause a copy of the notice to be mailed to each elector of the district at the elector's last known address, as disclosed by the tax records of Larimer County, Colorado and the last official voter registration lists.

4. That the Clerk shall also cause a copy of said notice to be mailed to each municipality located within three miles of the boundaries of the proposed district at the same time notice is mailed to the electors of the district.

Approved and adopted this 23rd day of June 2026.

LARIMER COUNTY, BOARD OF
COUNTY COMMISSIONERS

BY: _____
Chair

[SEAL]

ATTEST:

_____
Deputy County Clerk

APPROVED AS TO FORM:

_____
Assistant Deputy County Attorney

EXHIBIT A

NOTICE OF HEARING

Public Notice is hereby given pursuant to C.R.S. § 3020507 that a petition for a public improvement district, to be known as the Terry Point Estates Public Improvement District No. 85 was filed with the Clerk of the Board of Commissioners of the County of Larimer. The Board of Commissioners of said County has set a public hearing on said petition in the Commissioner's Hearing Room of the Larimer County Administrative Services Building, 200 West Oak St., Fort Collins, Colorado, on July 6, 2026, at 6:00 p.m. For information on the meeting, please contact Katie Beilby at 9704985726.

THE LEGAL DESCRIPTION OF THE TERRITORY TO BE INCLUDED IN THE DISTRICT ARE AS FOLLOWS :
The following parcels in the Terry Point Estates Subdivision, according to the plats thereof on file in the Office of the Clerk and Recorder, Larimer County, Colorado.

Parcel Numbers:	**Parcel Legal Description:**
9826105001	LOT 1, BLK 1, TERRY PT EST
9826105002	LOT 2, BLK 1, TERRY PT EST
9826105012	LOT 12, BLK 1, TERRY PT EST
9826105013	LOT 13, BLK 1, TERRY POINT ESTATES
9826105014	LOT 14, BLK 1, TERRY PT EST
9826105015	LOT 15, BLK 1, TERRY PT EST
9826105016	LOT 16, BLK 1, TERRY PT EST
9826105017	LOTS 17&18 BLK 1, TERRY PT EST (COMBINE 98261-05-018)
9826105018	LOT 18, BLK 1, TERRY PT EST
9826105023	LOT 23, BLK 1, TERRY PT EST; ALSO PT LOT 24 DESC AS BEG AT MOST NRLY COR LOT 24, E 134.16 FT, S 17 38' W 58.25 FT, N 59 26' W 131.18 FT TPOB
9826105024	LOT 24, BLK 1, TERRY POINT EST; LESS 1477-463
9826105025	LOT 25, BLK 1, TERRY POINT EST
9826105026	LOT 26, BLK 1, TERRY POINT EST; ALSO COM AT NW COR SD LOT, TH ALG N LN N 82 58' 30" E 153.66 FT, TH ALG ARC NON-TANG CUR R, RAD 80 FT, L/C N 5 5' 27" W 5.4 FT, S 80 57' 57" W 153.94 FT TPOB
9826105027	LOT 27, BLK 1, TERRY PT EST; LESS POR AS IN 1606-614
9826105028	LOT 28, BLK 1, TERRY PT EST
9826105029	LOT 29, BLK 1, TERRY POINT EST
9826105030	LOT 30, BLK 1, TERRY PT EST
9826105031	LOT 31, BLK 1, TERRY PT EST
9826105032	LOT 32, BLK 1, TERRY POINT EST
9826105033	LOT 33, BLK 1, TERRY POINT EST
9826105034	LOT 34, BLK 1, TERRY POINT EST
9826105035	LOT 35, BLK 1, TERRY PT EST
9826105036	LOT 36, BLK 1, TERRY PT EST
9826105037	LOT 37, BLK 1, TERRY POINT EST
9826105038	LOT 38, BLK 1, TERRY POINT EST; EX COM AT NW COR SD LOT, TH S 20 33' E 4 FT; TH N 69 27' E 171.03 FT; TH N 31 W 4.07 FT; TH S 69 27' W 170.29 FT TPOB
9826105039	LOT 39, BLK 1, TERRY POINT EST; ALSO COM AT NW COR LOT 38 SD SUB, TH S 20 33' E 4 FT, N 69 27' E 171.03 FT, N 31 W 4.07 FT, S 69 27' W 170.29 FT TPOB

9826105040	LOT 40, TERRY PT EST
9826105041	LOT 41, BLK 1, TERRY POINT EST
9826105042	LOT 42, BLK 1, TERRY POINT EST
9826105043	LOT 43, BLK 1, TERRY PT EST
9826105044	LOT 44, BLK 1, TERRY PT EST
9826105045	LOT 45, BLK 1, TERRY PT EST
9826105046	LOT 46, BLK 1, TERRY PT EST
9826105047	LOT 47, BLK 1, TERRY PT EST
9826105048	LOT 48, BLK 1, TERRY POINT EST
9826105049	LOT 49, BLK 1, TERRY POINT ESTATES
9826106008	LOT 8, BLK 2, TERRY PT EST
9826106009	LOT 9, BLK 2, TERRY PT EST
9826106010	LOT 10, BLK 2, TERRY PT EST
9826106011	LOT 11, BLK 2, TERRY PT EST
9826106016	LOT 16, BLK 2, TERRY POINT EST
9826106017	LOT 17, BLK 2, TERRY POINT EST
9826106020	LOT 20, BLK 2, TERRY PT EST
9826106021	LOT 21, BLK 2, TERRY POINT EST
9826106022	LOT 22, BLK 2, TERRY POINT ESTATES
9826106023	LOT 23, BLK 2, TERRY PT EST
9826106024	LOT 24, BLK 2, TERRY PT EST
9826106025	LOT 25, BLK 2, TERRY POINT ESTATES
9826106026	LOT 26, BLK 2, TERRY POINT ESTATES
9826106027	LOT 27, BLK 2, TERRY PT EST
9826106028	LOT 28, BLK 2, TERRY POINT EST
9826106029	LOT 29, BLK 2, TERRY PT EST
9826106030	LOT 30, BLK 2, TERRY PT EST
9826107001	LOT 1, BLK 3, TERRY POINT EST
9826107002	LOT 2, BLK 3, TERRY PT EST
9826107003	LOT 3, BLK 3, TERRY PT EST
9826107004	LOT 4, BLK 3, TERRY PT EST
9826107007	LOT 7, BLK 3, TERRY PT EST
9826107008	LOT 8, BLK 3, TERRY PT EST
9826107009	LOT 9, BLK 3, TERRY PT EST
9826108005	LOT 5-A, REPLAT LOTS 5 & 6, BLK 3, TERRY POINT ESTATES
9826108006	LOT 6-A, REPLAT LOTS 5 & 6, BLK 3, TERRY POINT ESTATES
9826109001	LOT 1, REPLAT LOTS 19 THRU 22, BLK 1 AND LOTS 12 THRU 15 BLOCK 2, TERRY POINT EST
9826109002	LOT 2, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109003	LOT 3, REPLAT, LOTS 19 THRU 22, BLK 1, ETC, TERRY POINTEST
9826109004	LOT 4, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109005	LOT 5, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109006	LOT 6, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109007	LOT 7, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109008	LOT 8, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST
9826109009	LOT 9, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINT EST

9826109010	LOT 10, REPLAT LOTS 19 THRU 22, BLK 1, AND LOTS 12 THRU 15, BLK 2, TERRY POINT EST
9826109011	LOT 11, REPLAT LOTS 19 THRU 22, BLK 1, ETC, TERRY POINTEST
9826111018	LOT 18, AMENDED PLAT OF LOT 18&19 BLK 2 TERRY POINT ESTATES
9826111019	LOT 19, AMENDED PLAT OF LOT 18 & 19, BLK 2 TERRY POINT ESTATES
9826113001	LOT 1, THE POINT TOWNHOMES PH I
9826113002	LOT 2, THE POINT TOWNHOMES PH I
9826113003	LOT 3, THE POINT TOWNHOMES PH I
9826113004	LOT 4, THE POINT TOWNHOMES PH I
9826113005	LOT 5, THE POINT TOWNHOMES PH I
9826113006	LOT 6, THE POINT TOWNHOMES PH I
9826113007	LOT 7, THE POINT TOWNHOMES PH I
9826115001	LOT 1, THE POINT TOWNHOMES, PH II
9826115002	LOT 2, THE POINT TOWNHOMES, PH II
9826115003	LOT 3, THE POINT TOWNHOMES, PH II
9826115004	LOT 4, THE POINT TOWNHOMES, PH II
9826115005	LOT 5, THE POINT TOWNHOMES, PH II
9826115006	LOT 6, THE POINT TOWNHOMES, PH II
9826115007	LOT 7, THE POINT TOWNHOMES, PH II
9826115021	LOT 21, THE POINT TOWNHOMES, PH II
9826117008	LOT 8-A, AMD LOTS 8-11 & TR B THE POINT TOWNHOMES PH II
9826117009	LOT 9-A, AMD LOTS 8-11 & TR B THE POINT TOWNHOMES PH II
9826117010	LOT 10-A, AMD LOTS 8-11 & TR B THE POINT TOWNHOMES PH II
9826119011	LOT 11B, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119012	LOT 12A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119013	LOT 13A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119014	LOT 14A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, AND LOT 11A AND TR B1 OF THE AMD LOTS 8 THRU 11 AND TR B, THE POINT TOWNHOMES, PHASE II
9826119015	LOT 15A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119016	LOT 16A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119017	LOT 17A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119018	LOT 18A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119019	LOT 19A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC
9826119020	LOT 20A, AMD LOTS 12 THRU 20, THE POINT TOWNHOMES, PH II, ETC

A DESCRIPTION OF THE IMPROVEMENTS TO BE MADE IS AS FOLLOWS: This public improvement district shall be for the purpose of rehabilitating, improving, and indefinitely maintaining the existing publicly dedicated streets in the Terry Point Estates Public Improvement District, within Larimer County, Colorado. Streets that shall be eligible for improvements within the Terry Point Estates Public Improvement District include: Swan Lane, Canadian Parkway and Terry Point Drive. The public improvement district may also maintain public facilities as they exist for storm water drainage within the subdivision.

Improvement of the streets may include reconstruction as it becomes necessary due to wear and tear. Areas of failure will be reconstructed by removal of the existing asphalt or concrete material, excavating to a specified depth, compacting the subgrade material and replacing the excavated material with a patch of hot asphaltic material. Repairs to the concrete curb, gutters, sidewalks, and crosspans within the public right-of-ways may also be included as necessary.

After performing any necessary rehabilitation or reconstruction work, a life cycle preventive maintenance program will be instituted for the street system. This program will involve, by way of example and not limitation, crack sealing, surface sealing, patching, and

placing of an asphalt mat overlay over the existing street surface to delay eventual reconstruction of the street surface.

The public improvement district may also take measures to control snow and ice on the streets of the subdivision.
This notice is given by order of the Board of County Commissioners of the County of Larimer, State of Colorado, this 23rd day of June, 2026

Deputy Larimer County Clerk and Recorder

Resolution

Item Name:
Document Title: Resolution Appointing Arbitrators to Hear Appeals of the Larimer County Board of Equalization Decisions
Submitted by: Brenda Gimeson, Business Operations Manager
Department: Commissioners' Office
Description: Resolution to approve the persons eligible for assignment as an arbitrator for appeals of the County Board of Equalization decisions and authorize the County Manager to sign all Arbitration Fee Agreements entered into by the Arbitrators.
Named Parties: Ryan Kane, Shelley Ketcher, Dionne McCarthy, Margaret Moore, J.R. Brian Steving IV

Attachments:
1. 2026 Arbitrator Resolution 2026 Arbitrator Resolution.pdf

RESOLUTION APPOINTING ARBITRATORS TO HEAR APPEALS OF
LARIMER COUNTY BOARD OF EQUALIZATION DECISIONS

WHEREAS, pursuant to Colorado Revised Statues 39-8-108.5, as amended, the Board of County Commissioners shall develop a list of persons who shall be qualified to act as arbitrators of property valuation disputes; and

WHEREAS, upon issuance of a Larimer County Board of Equalization decision, if appeal is taken in accordance with law and an arbitration is requested pursuant to C.R.S. 39-8-108.5, an arbitrator from this approved list shall oversee the arbitration appeal, make findings and submit rulings to the parties; and

WHEREAS, upon completion of the arbitration, the assigned arbitrator shall issue findings and a ruling to the parties; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Larimer County, as follows:

1. The Board hereby appoints the following persons as eligible for assignment as arbitrator for appeals of County Board of Equalization decisions:

   Ryan Kane
   Shelley Ketcher
   Dionne McCarthy
   Margaret Moore
   J.R. Brian Steving IV

2. All assignments and arbitration proceedings shall comply with Larimer County Colorado Arbitration Rules and Procedures.

3. The County Manager is authorized to sign all Arbitration Fee Agreements entered into pursuant to this Resolution.

Dated this _____day of _____2026 by the Larimer County Board of Commissioners:

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

BY: _____
Chair

ATTEST:

_____
Deputy Clerk

Approved as to Form:

_____ 06/16/2026
Deputy County Attorney

Resolution

Item Name: Document Title: Resolution providing for the Appointment of Independent Referees to Conduct hearings on Behalf of the Larimer County Board of Equalization
Submitted by: Brenda Gimeson, Business Operations Manager
Department: Commissioners' Office
Description: Pursuant to Colorado Revised Statutes 39-8-102, as amended, the Board of County Commissioners may appoint independent referees who are experienced in property valuation to conduct hearings on behalf of the County Board of Equalization. These are those appointments for 2026.
Named Parties: Sean Dougherty, Dionne McCarthy, Margaret Moore, J.R. Brian Steving IV, Marcus Valdez

Attachments:
1. BOE Referee Resolution 2026 BOE Referee Resolution 2026.pdf

RESOLUTION PROVIDING FOR THE APPOINTMENT OF INDEPENDENT REFEREES TO CONDUCT HEARINGS ON BEHALF OF THE LARIMER COUNTY BOARD OF EQUALIZATION

WHEREAS, pursuant to Colorado Revised Statutes 39-8-102, as amended, the Board of County Commissioners may appoint independent referees who are experienced in property valuation to conduct hearings on behalf of the County Board of Equalization; and

WHEREAS, after said hearings, said referees shall make findings and submit recommendations to the County Board of Equalization for its final action; and

WHEREAS, the Board is desirous of appointing six referees who will sit for protest hearings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Larimer, as follows:

(1) The Board hereby appoints the following six people to sit as referees for protest hearings during this session of the Board of Equalization:

2026 Referees

Regular Members	Alternate Members
Sean Dougherty	Marcus Valdez
Dionne McCarthy	
Margaret Moore	
J.R. Brian Steving IV	

(2) Said appointments shall serve at the pleasure of the Board and may be removed with or without good cause shown.

(3) Said referees shall receive $66.00 per hour for those hours they sit for hearings. No additional remuneration shall be paid for travel, meals, etc.

(4) Said referees shall avoid an appearance of impropriety and shall disqualify themselves if they have any close and/or direct relationship to the matter being heard.

(5) The referees shall begin their hearings no earlier than July 13, 2026, and continue those hearings from time to time until all petitions have been heard, but all such hearings shall be concluded, and recommendations presented to the Board of Equalization for final action by the close of business on August 5, 2026.

Dated _____ day of _____2026

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

BY: _____
Chair

ATTEST:

_____
Deputy Clerk

Approved as to Form:
06/16/2026
Deputy County Attorney