Larimer County | Board of County Commissioners

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

Date: **Tuesday, July 14, 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 July 6, 2026.

Upcoming Schedule Review

1. Schedule review for the week of July 20, 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

1. Kimberly Culp, Chief Executive Officer, LETA 911

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. Objective/Subject: 2026 Private Activity Bond Allocation to Housing Catalyst for Country Ranch Apartments Rehabilitation
   Submitted by: Ally Biernat, Business Operations Coordinator
   Department: Human and Economic Health Services
   Summary of Problem/Issue/Request: Resolve to approve the assignment of $7,274,800 of Larimer County's 2026 Private Activity Bond Allocation to Housing Catalyst for the issuance of Private Activity Bonds to finance the rehabilitation of Country Ranch Apartments in partnership with April Housing.

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. Executive Session pursuant to the Colorado Revised Statute 24-6-402(4)(b): Conferences with an attorney for the purpose of receiving legal advice regarding the Taft Hill Road Expansion Project Condenmation cases 2025CV30459, 30462, and 30463 update on settlement.
   No decision expected

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, JULY 6, 2026

LAND USE HEARING

There was no Land Use Hearing for the week of July 6, 2026.

PUBLIC IMPROVEMENT DISTRICT HEARING

The Board of County Commissioners met at 6:00 p.m. with Katie Beilby, Business Operations Manager for Engineering. Chair Shadduck-McNally presided. Commissioner Stephens was present. Commissioner Kefalas was excused. Also present were Amy Nguyen, Engineering; Frank Haug, Assistant Deputy County Attorney; and Dianne Cheney, Deputy Clerk.

Chair Shadduck-McNally opened the meeting with the Pledge of Allegiance.

STAFF PRESENTATION: Ms. Beilby gave a presentation explaining the history of Public Improvement Districts (PID), what a PID is, how PIDs are created, and what their purpose is. Ms. Beilby also explained Larimer County's role in overseeing PIDs and why neighborhoods choose to use PIDs for road maintenance. The purpose of this hearing is for the Board of County Commissioners to decide whether to forward the three proposed PIDs to the November ballot. During the November elections, voters who own property or live within the proposed district boundaries will vote, and the outcome will be determined by a simple majority.

Ms. Beilby closed her presentation by addressing some frequently asked questions regarding PIDs.

PUBLIC IMPROVEMENT DISTRICT DISCUSSION ITEMS:

1. STANLEY HEIGHTS PUBLIC IMPROVEMENT DISTRICT NO. 81: Ms. Beilby shared that a Public Improvement District (PID) application for Stanley Heights was submitted in early 2025. A petition in favor of the formation of the proposed PID was routed and 46 percent of the property owners within the district boundaries were in favor of creating a PID. A notice was mailed to all properties about the Board of County Commissioners' hearing which included instructions on how to submit written comments and options for attending the hearing. Legal notices were also published in the newspaper. Two written comments were received prior to the hearing.

Ms. Nguyen presented background information about the Stanley Heights Public Improvement District No. 81. The neighborhood is located northeast of Estes Park and contains 50 lots. Ms. Nguyen discussed the age of the roads, current road conditions and anticipated road maintenance needs. Ms. Nguyen shared that a recent asphalt overlay was completed solely through neighborhood funding.

Mill Levy: A mill levy of 13.791 will generate approximately $48,000 in the first year. This represents an average levy per lot of $960 in the first year.

PUBLIC COMMENT: Chair Shadduck-McNally opened public comment.

Tom Chapel spoke in favor of the creation of the PID. Mr. Chapel stated that the creation of a PID will ensure road maintenance in the future. Mr. Chapel expressed concern regarding participation in the property owners' association and service on the board of directors. Mr. Chapel noted that if the Stanley Heights Board dissolves, there will be no governing body to oversee road maintenance.

Mark Quade spoke against the creation of the PID. Mr. Quade stated that the asphalt overlay was just completed and residents were assessed a large amount of money for the project. Additional concerns included that current property owners, given an aging demographic, may not personally benefit from the long-term utilization of mill levy funds.

Chair Shadduck-McNally closed public comment.

The Board requested clarification on the number of access roads and whether emergency services had expressed any safety or response concerns.

Ms. Nguyen confirmed that there are two points for ingress and egress into the subdivision and that she was unaware of any concerns from emergency services regarding access to the subdivision.

DELIBERATION: The Board thanked the residents of the subdivision who shared public comments. The Board shared that they are in support of the Stanley Heights Public Improvement District being referred to the November ballot. The Board stated that the criterion has been met. The Board noted that this is a general benefit for the homeowners within the PID to aid in bidding projects for road improvements and improving overall property values. The Board commended County staff for the work they do to forecast improvement needs and budget planning.

M O T I O N: Commissioner Stephens moved that the Board of County Commissioners approve Resolution No. 07062026R001, which is a resolution approving the petition for the Larimer County Stanley Heights Public Improvement District No. 81.

Motion carried 2-0.

2. TERRY POINT PUBLIC IMPROVEMENT DISTRICT NO. 85: Ms. Beilby shared that a Public Improvement District (PID) application for Terry Point was submitted in 2025. A petition in favor of the formation

of the proposed PID was routed and 44.9 percent of the property owners within the district boundaries were in favor of creating a PID. A notice was mailed to all properties about the Board of County Commissioners' hearing which included instructions on how to submit written comments and options for attending the hearing. Legal notices were also published in the newspaper. One written public comment was received prior to the hearing.

Ms. Nguyen presented background information about the Terry Point Public Improvement District No. 85. The neighborhood is located west of Highway 1, also known as Terry Lake Road, and south of County Road 54, also known as Douglas Road; the neighborhood contains 103 lots. Ms. Nguyen discussed the age of the roads, current road conditions and anticipated road maintenance needs. The neighborhood receives surface level maintenance from Larimer County Road and Bridge and will continue to do so. Ms. Nguyen noted that surface level maintenance will only last a short period of time before structural maintenance is needed. Due to the age and conditions of the current roads, Ms. Nguyen indicated that the PID cost per lot will be high for the first five years as structural improvement is needed.

Mill Levy: A mill levy of 26.970 will generate approximately $139,000 in the first year. This represents an average levy per lot of $1,350 in the first year.

PUBLIC COMMENT: Chair Shadduck-McNally opened public comment.

Alan Cram spoke against the creation of the PID. Mr. Cram addressed inconsistencies between what the County stated they would cover for maintenance and what is occurring in the subdivision. Mr. Cram expressed concern regarding the property assessment methodology; specifically, that assessment should be based on road traffic usage rather than property value.

Chair Shadduck-McNally closed public comment.

The Board asked if the County Attorney could explain the legal background regarding the cost for the PID. The Board questioned if the proposed costs had been shared with property owners prior to the meeting. The Board requested clarification on the percentage of property owners in favor of the petition. The Board inquired about the County maintenance between year five and year twenty-seven. The Board requested to expound on the public comment regarding the prior history of County maintenance.

Mr. Haug explained that the apportioned cost for the PID is outlined in State statute and is calculated based on assessed property value. Mr. Haug shared that the Board does not have the discretion to alter how mill levies are calculated. The Taxpayers Bill of Rights (TABOR) is a state amendment that limits government revenue growth and requires voter approval for any new taxes or tax rate increases.

Ms. Beilby replied that mill levy costs were presented during the public meeting as an average. She mentioned that during the public meeting, property owners had the opportunity to meet with staff to get the assessed value of their property and what the mill levy will add to their property taxes should the PID pass. Ms. Beilby confirmed that 44.9 percent of petitioners voted in favor of the PID formation. Ms. Beilby noted that trust-owned properties required a second signature form. Because several of these forms were incomplete, those votes were disqualified, narrowing the "in favor" majority from 50 percent to 44.9 percent.

Ms. Nguyen confirmed that the County maintenance would extend the major structural improvements in year five through year twenty-seven. Ms. Beilby noted that without seeing the documents referred to in public comments, she is unable to specifically address the question. She stated that there was a resolution from Larimer County Road and Bridge accepting surface level maintenance only, outlining specific criteria on what can be done for maintenance. Ms. Beilby explained that the maintenance provides for "skin patches" but does not cover more in-depth patching. When roads degrade past the point of patching, the Road and Bridge Department will direct property owners to Engineering to discuss long-term solutions via PID creation.

DELIBERATION: The Board thanked the members of the public for their participation in the hearing. The Board stated that they were in favor of referring the Terry Point Public Improvement District No. 85 to the November ballot. The criteria have been met, and while the system for apportioning costs is not perfect, it is what is required by State statute. The Board noted that there is a benefit to the homeowners from the creation of a PID to improve the current road structure. Ultimately it will be up to the property owners within this proposed district to vote on the long-term structure and maintenance of the roads within their neighborhood.

M O T I O N: Commissioner Stephens moved that the Board of County Commissioners approve the Resolution No. 07062026R002, which is a resolution approving the petition for the Larimer County Terry Point Estates Public Improvement District No. 85.

Motion carried 2-0.

3. COLLAND CENTER PUBLIC IMPROVEMENT DISTRICT NO. 82: Ms. Beilby shared that a Public Improvement District (PID) application for Colland Center was submitted in the Spring of 2025. A petition in favor of the formation of the proposed PID was routed and 33.14 percent of the property owners within the district boundaries were in favor of creating a PID. A notice was mailed to all properties about the Board of County Commissioners' hearing which included instructions on how to submit written comments and options for attending the hearing. Legal notices were also published in the newspaper. One written comment was received prior to the hearing.

Ms. Nguyen presented background information about the Colland Center Public Improvement District No. 82. The neighborhood is located north of Carpenter Road and east of Highway 287. The neighborhood contains 184 lots. Ms. Nguyen discussed the age of the roads, current road conditions and anticipated road maintenance needs. The neighborhood receives surface level maintenance from Larimer County and will continue to do so. A chip seal was done by the Road and Bridge Department in 2025. Ms. Nguyen noted that in the north-west section of the neighborhood there are commercial properties within the proposed PID boundary.

Mill Levy: A mill levy of 22.942 will generate approximately $182,000 in the first year. This represents an average levy per lot of $990 in the first year.

PUBLIC COMMENT: Chair Shadduck-McNally opened public comment.

Craig Jones spoke against the creation of the PID. Mr. Jones asked for clarification on the property valuation. Mr. Jones raised concerns regarding commercial traffic within the PID. He questioned whether these businesses would

be held accountable for a higher share of road maintenance costs, given their heavier vehicle usage. Mr. Jones specifically referred to the poor quality of Colland and Jewel Drives due to the commercial vehicle traffic using these streets to enter and exit the businesses.

Chair Shadduck-McNally closed public comment.

The Board asked staff about the higher end of the property values. The Board requested clarification of the two written comments received prior to the hearing and if they were for or against the PID.

Staff shared that there are seven commercial properties that are within this PID and they will be paying higher costs toward the PID based on their property value. Ms. Beilby stated that there was only one written comment in favor of the PID.

DELIBERATION: The Board thanked the members of the public for attending the hearing. The Board is in support of referring the Colland Center Public Improvement District No. 82 to the November ballot. The Board indicated that the criteria have been met and that there will be general benefit to the neighborhood roads, especially in the areas that see high traffic from commercial properties. The Board is sympathetic to the additional costs for homeowners and encourages property owners to speak with staff about their anticipated tax increase prior to the November election.

M O T I O N: Commissioner Stephens moved that the Board of County Commissioners approve the Resolution No. 07062026R003, which is a resolution approving the petition for the Larimer County Colland Center Public Improvement District No. 82.

Motion carried 2-0.

With there being no further business, the meeting was adjourned at 7:00 p.m.

TUESDAY, JULY 7, 2026

ADMINISTRATIVE MATTERS MEETING

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

Chair Shadduck-McNally opened the meeting with the Pledge of Allegiance.

1. PUBLIC COMMENT: Chair Shadduck-McNally opened public comment. There were no comments in person or online.

Chair Shadduck-McNally closed public comment.

2. APPROVAL OF THE MINUTES FOR THE WEEK OF JUNE 29, 2026:

M O T I O N:

Commissioner Stephens moved that the Board of County Commissioners approve the minutes for the week of June 29, 2026.

Motion carried 2-0.

3. REVIEW OF THE SCHEDULE FOR THE WEEK OF JULY 13, 2026: Ms. Bird reviewed the upcoming schedule with the Board. The Board made additions to the upcoming schedule.

4. CONSENT AGENDA:

The Board noted that Abatements item 23 would be removed from the Consent Agenda.

ABATEMENTS

1. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1575597 – Haley F Hasler – Tax Year 2025**

2. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1625988 – Brian A Harris – Tax Year 2024**

3. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1667783 – Mary Kathrine Habrick McNeely – Tax Year 2025**

4. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9054518 – Diana Kim Marino – Tax Year 2025**

5. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0145017 – Richard L Kintzley – Tax Year 2025**

6. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0500264 – Peggy L & Brett A Kinsey – Tax Year 2025**

7. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R15552970 – Aymn M Elhaddad and Hewaida H Elbadry – Tax Year 2025**

8. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0278840 – Maurice L Hubbs Jr – Tax Year 2025**

9. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1683374 – Bird Flex North LLC – Tax Year 2025**

10. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1680839 – Mark Matthews – Tax Year 2025**

11. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0250635 – Kalorado Living Trust – Tax Year 2024**

12. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0250635 – Kalorado Living Trust – Tax Year 2025**

13. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0361682 – Zaks Properties of Colorado LLC – Tax Year 2025**

14. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1558242 – Zaks Properties of Colorado LLC – Tax Year 2025**

15. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1064258 – Zaks Properties of Colorado LLC – Tax Year 2025**

16. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1598942 – Paul J Kirby Revocable Trust – Tax Year 2025**

17. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0272159 – David & Jeannie Chen Family Trust – Tax Year 2025**

18. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1649957 – James C Lucarelli – Tax Year 2024**

19. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1649957 – James C Lucarelli – Tax Year 2025**

20. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0039462 – Green College Properties LLC – Tax Year 2025**

21. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1267353 – Mark L & Catherine M Weaver – Tax Year 2025**

22. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1638590 – Stephanie R & Terry L Richard – Tax Year 2025**

23. ***PETITION FOR ABATEMENT OR REFUND OF TAXES: M0923591 – Kathleen L Burns – Tax Year 2025***

24. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0253766 – Edward K Kepler – Tax Year 2025**

25. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0592064 – Shannon P & Keith E Johnson – Tax Year 2025**

26. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0505587 – Hoffmans Crystal Mountain LLC – Tax Year 2025**

27. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M0928798 – Joann E Webb Hammond – Tax Year 2025**

28. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1672213 – Princika KC & Yub Raj Giri – Tax Year 2025**

29. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0286079 – Ruthanne S & Jason E Elkins – Tax Year 2025**

30. **PETITION FOR ABATEMENT OR REFUND OF TAXES: M9051539 – Carol Christensen – Tax Year 2025**

31. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1638490 – Tammy L & Mark T Seib – Tax Year 2025**

32. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0733547 – Debra Andrew & John Stitt – Tax Year 2025**

33. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1250256 – Nancy R Yeager & Shelly Haner – Tax Year 2025**

34. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0260550 – Rex M & Lydia L Wells – Tax Year 2025**

35. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1649754 – Charles M & Sherri L Crutchfield – Tax Year 2025**

36. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1053671 – Rivertown Property 4 LLC – Tax Year 2025**

37. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0777692 – Stacy R Harper & Shana Lisa Carter – Tax Year 2025**

38. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0538710 – June A & Elmer M Schock – Tax Year 2025**

39. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0733547 – John Stitt & Debra Andrew – Tax Year 2024**

40. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0239534 – Anne M Seibel – Tax Year 2025**

41. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0495409 – Emma & Michael V Brown– Tax Year 2025**

42. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1000586 – Samuel H Blake (.60) & Kristen R Lynn (.40) – Tax Year 2025**

43. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0274518 – Thomas J Lennon Revocable Trust (.50) & Colette Lennon Revocable Trust (.50) – Tax Year 2025**

44. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R0333662 – A and L Ranch LLC – Tax Year 2024**

45. **PETITION FOR ABATEMENT OR REFUND OF TAXES: R1608481 – Rangel M Capparelli – Tax Year 2025**

AGREEMENTS

1. **DRAINAGE AGREEMENT BETWEEN LARIMER COUNTY AND PAUL HEIN AND XIAOLIN LIU**

2. **BASE GAS SALES AGREEMENT**

3. **AMENDMENT ONE TO THE CONTRACT BETWEEN LARIMER COUNTY DEPARTMENT OF HUMAN SERVICES AND ALMOST FAMILY CO, LLC**

4. **INTERGOVERNMENTAL AGREEEMENT FOR COLORADO CHILD CARE ASSISTANCE PROGRAM SERVICES**

APPOINTMENTS

1. **RECOMMENDED APPOINTMENT TO THE CLUB ESTATES GENERAL IMPROVEMENT DISTRICT: Matthew Condon**

2. **RECOMMENDED APPOINTMENT TO THE LAND STEWARDSHIP ADVIOSRY BOARD: Brenda Engles**

3. **RECOMMENDED REAPPOINTMENT TO THE BOARD OF APPEALS: Greg Fisher**

4. **RECOMMENDED MIDTERM APPOINTMENT TO THE COBBLESTONE FARMS PUBLIC IMPROVEMENT DISTRICT: Steve Gloe**

LIQUOR LICENSES

1. **LIQUOR LICENSE RENEWAL – WAPITI PARK CORPORATION DBA ROCKY MOUNTAIN GATEWAY #1 – ESTES PARK, COLORADO**

2. **LIQUOR LICENSE RENEWAL – WAPITI PARK CORPORATION DBA ROCKY MOUNTAIN GATEWAY #2 – ESTES PARK, COLORADO**

3. **LIQUOR LICENSE RENEWAL - SUPERMARKET LIQUORS LLC DBA SUPERMARKET LIQUORS – FORT COLLINS, COLORADO**

MISCELLANEOUS

1. **LARIMER COUNTY LEGISLATIVE ISSUES**

2. **STIPULATION FOR FRRE LLC AS TO 2025 TAX YEAR**

3. **STIPULATION FOR AEI NET LEASE PORTFOLIO VI DST C/O TRACTOR SUPPLY AS TO 2025 TAX YEAR**

4. **STIPULATION FOR LOVELAND RE LLC C/O TRACTOR SUPPLY AS TO 2025 TAX YEAR**

5. **STIPULATION FOR MANHATTAN AVENUE CARWASH LLC AS TO 2025 TAX YEAR**

6. **STIPULATION FOR GORIAN G A AS TO 2025 TAX YEAR**

7. **STIPULATION FOR FC 1050 LLC AS TO 2025 TAX YEAR**

M O T I O N

Commissioner Stephens moved that Board of County Commissioners approve the Consent Agenda for July 7, 2026, minus abatement number 23 which will be pulled off the Consent Agenda.

Motion carried 2-0.

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

6. **DISCUSSION ITEMS:** None requested.

7. **COUNTY MANAGER UPDATE:** County Manager Volker updated the Board on various projects and activities.

8. **COMMISSIONER ACTIVITY REPORTS:** The Board detailed their attendance at events during the previous week.

9. **LEGAL MATTERS:**

Decision expected.

1. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 25-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING ELIZABETH EVANS V. LARIMER COUNTY ET AL (FEDERAL DISTRICT COURT CASE 26-CV-02199-KAS)**

2. **EXECUTIVE SESSION PURSUANT TO COLORADO REVICES STATUTE C.R.S.24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING BRANDON FARMER SR. V. LARIMER COUNTY HUMAN SERVICES, ET AL (FEDERAL DISTRICT COURT CASE 26-CV-00118-RTG)**

3. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING KATHRYN-ANNE GENT V. LARIMER COUNTY SHERIFF'S OFFICE, ET AL (FEDERAL DISTRICT COURT CASE 26-CV-02223-RTG)**

4. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING JANELLE GOODWIN V. LARIMER COUNTY SHERIFF'S OFFICE (STATE DISTRICT COURT CASE 2026CV30322)**

5. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING STEPHEN OJEDA V. LARIMER COUNTY COMMUNITY CORRECTIONS (STATE DISTRICT COURT CASE 2026CV30322)**

6. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECIVING LEGAL ADVICE REGARDING GERALD PAUL HERSHFELDT C. LARIMER COUNTY ET AL (FEDERAL DISTRICT COURT CASE 26-CV-00342-NYW-CYC)**

No decision expected.

7. **EXECUTIVE SESSION PURSUANT TO COLORADO REVISED STATUTE C.R.S. 24-6-402(4)(b): CONFERENCES WITH AN ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE REGARDING ANCHOR AVIATION V. LARIMER COUNTY ET AL (STATE DISTRICT COURT CASE 2026CV30294)**

M O T I O N: Commissioner Stephens moved that the Larimer County Board of County Commissioners enter into Executive Session pursuant to C.R.S. 24-6-402(4)(b): Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions pertaining to: Elizabeth Evans v. Larimer County et al (Federal District Court case 26-cv-02199-KAS); Brandon Farmer Sr. v. Larimer County Human Services, et al (Federal District Court case 26-cv-00118-RTG); Kathryn-Anne Gent v. Larimer County Sheriff's Office, et al

(Federal District Court case 26-cv-02223-RTG); Janelle Goodwin v. Larimer County Sheriff's Office (State District Court case 2026CV30322); Stephen Ojeda v. Larimer County Community Corrections (State District Court case 2026CV178); Gerald Paul Hershfeldt v. Larimer County et al (Federal District Court case 26-cv-00342-NYW-CYC); and Anchor Aviation v. Larimer County et al (State District Court case 2026CV30294).

Motion carried 2-0.

The Board entered into Executive Session.

The Board returned to session.

David Ayraud, Deputy County Attorney, addressed the Board. Mr. Ayraud summarized each of the cases.

Kathryn-Anne Gent v. Larimer County Sheriff's Office, et al (Federal District Court case 26-cv-02223-RTG). Mr. Ayraud remarked that this case relates to a claim filed from a traffic stop in April of 2026, where the vehicle's license plates were confiscated. The individual in this lawsuit is asserting that there was no warrant to take the license plates resulting in an unlawful seizure. This case was served on the County, however the Federal Court deemed that the complaint is not sufficient. Mr. Ayraud shared that the case is not ready to move forward, however since Larimer County was served and is aware of the case, the County Attorney's Office is seeking authorization to defend and indemnify the County defendants in this case.

Brandon Farmer Sr. v. Larimer County Human Services, et al (Federal District Court case 26-cv-00118-RTG). Mr. Ayraud commented that this case concerns a claim involving an emergency hearing that was initiated by the Larimer County Department of Human Services in February of 2024. The County Attorney's Office is seeking authorization to defend and indemnify the County employees that are named in this case.

Elizabeth Evans v. Larimer County et al (Federal District Court case 26-cv-02199-KAS). Mr. Ayraud stated that this case involves the Department of Human Services regarding a child that the plaintiff claims was placed in a dangerous situation. The County Attorney's Office is seeking authorization to defend and indemnify the County employees named in this matter.

Janelle Goodwin v. Larimer County Sheriff's Office (State District Court case 2026CV30322). Mr. Ayraud explained that in this case the plaintiff is asserting discrimination and retaliation regarding gender identity and religious issues during their employment with the Sheriff's Office. The County Attorney's Office is seeking authorization to defense and indemnification of the County employees.

Anchor Aviation v. Larimer County et al (State District Court case 2026CV30294). Mr. Ayraud clarified that the County Attorney's Office is not asking for a decision pertaining to case that was filed, naming Larimer County as a defendant. The case involves an injunction that was issued on a property, stating that is was not filed, however, the Land Use Code determines what controls the use of the property, not the injunction.

Stephen Ojeda v. Larimer County Community Corrections (State District Court case 2026CV178). Mr. Ayraud said that this case involves four alleged claims filed against Community Corrections. The County Attorney's Office is seeking authorization to defend and indemnify the County employees named in this matter.

Gerald Paul Hershfeldt v. Larimer County et al (Federal District Court case 26-cv-00342-NYW-CYC). Mr. Ayraud noted that this case involves enforcement of a child support order stemming from the dissolution of marriage. The County Attorney's Office is seeking authorization to defend and indemnify only the County employees named in this matter.

M O T I O N: Commissioner Stephens moved that the Larimer County Board of County Commissioners approve and authorize the defense and indemnification of Larimer County defendants in the following cases: Elizabeth Evans v. Larimer County et al (Federal District Court case 26-cv-02199-KAS); Brandon Farmer Sr. v. Larimer County Human Services, et al (Federal District Court case 26-cv-00118-RTG); Kathryn-Anne Gent v. Larimer County Sheriff's Office, et al (Federal District Court case 26-cv-02223-RTG); Janelle Goodwin v. Larimer County Sheriff's Office (State District Court case 2026CV30322); Stephen Ojeda v. Larimer County Community Corrections (State District Court case 2026CV178); and Gerald Paul Hershfeldt v. Larimer County et al (Federal District Court case 26-cv-00342-NYW-CYC).

Motion carried 2-0

With there being no further business, the Board adjourned at 10:20 a.m.

_____
JODY SHADDUCK-MCNALLY, CHAIR
BOARD OF COUNTY COMMISSIONERS

TINA HARRIS
CLERK & RECORDER

ATTEST:

_____
Dianne Cheney, Deputy Clerk

Draft Commissioners' Schedule
July 20 – 25, 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, July 20, 2026

8:00am – 8:00pm	Commissioner Stephens will attend the National Association of Counties Annual Conference and Exposition, New Orleans, LA

Tuesday, July 21, 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
12:00pm – 1:30pm	Commissioner Kefalas will attend the Community Corrections Advisory Board meeting, 2307 Midpoint Drive, Fort Collins
1:30pm – 3:00pm	Administrative Direction to County Management, Sprague Lake Conference Room, 2nd Floor
3:30pm – 5:00pm	Commissioner Shadduck-McNally will attend the Rodeo Board meeting, Hybrid: In person, McKee 4-H, Youth and Community Building, 2580 Arena Circle, Loveland or virtually via Zoom
7:00pm – 8:30pm	Commissioner Kefalas will present at the Be The Neighbor: Housing Justice event, Heart of the Rockies Christian Church, 6501 Brittany Street, Fort Collins

Wednesday, July 22, 2026

7:00am – 8:00am	Commissioner Shadduck-McNally may attend the North Fort Collins Business Association meeting, Rocky Mountain Innosphere, 320, East Vine Drive, Fort Collins
7:45am – 9:00am	Commissioner Kefalas will attend the City of Fort Collins/Larimer County/ Poudre School District Liaison meeting, City Hall, 300 Laporte Avenue, Fort Collins
10:00am – 11:00am	Liquor License Hearing for Riversong, Inc., Commissioner Conference Room, 2nd Floor

12:00pm – 1:00pm	Commissioner Casual Conversation, Sprague Lake Conference Room, 2nd Floor
1:30pm – 3:00pm	Work Session for a quarterly update on the Strategic Plan, Commissioners' Conference Room, 2nd Floor
3:00pm – 4:00pm	Commissioner Kefalas will attend the Combat Recovery Foundation presentation, Lake Lily Conference Room, 5th Floor
6:00pm – 8:00pm	Commissioner Shadduck-McNally will attend the Community Advisory Board meeting, Hybrid: In person, Larimer County Loveland Campus, 200 Peridot Avenue, Loveland or virtually via Zoom
6:30pm – 7:30pm	Commissioner Stephens may attend the Fair Board meeting, Hybrid: In person, McKee 4-H, Youth and Community Building or virtually via Zoom

Thursday, July 23, 2026

8:00am – 9:30am	Commissioner Shadduck-McNally will attend the Larimer County/Thompson School District/Town of Berthoud/City of Loveland Liaison meeting, Pulliam Community Building, 545 Cleveland Avenue, Loveland
12:00pm – 1:30pm	Commissioner Kefalas will host a Community Conversation for the Red Feather Lakes community regarding: • Choose Larimer's Future Campaign • Updates from the United States Forest Service on fire restrictions, wildfire mitigation, recreational shooting and the Black Diamond project • Emergency preparedness guidance from the Red Cross 58 Fire House Lane, Red Feather Lakes
2:00pm – 3:30pm	Commissioner Shadduck-McNally will attend the Regional Opioid Abatement Council meeting, Hybrid: In person, Behavioral Health Services, 2260 West Trilby Road, Fort Collins or virtually via Zoom
3:00pm – 4:30pm	Commissioner Stephens may participate in the virtual Nonattainment Area Air Pollution Mitigation Enterprise Board meeting
4:30pm – 8:30pm	Commissioner Stephens may attend the Fort Collins Urban Renewal Authority Board meeting, Hybrid: In person, 300 Laporte Avenue, Fort Collins or virtually via Zoom
5:00pm – 7:00pm	Commissioner Shadduck-McNally may attend the Natural Resources Advisory Board meeting, Hybrid: In person, Horsetooth Area Information Center, 4200 West County Road 38E, Fort Collins or virtually via Zoom

Friday, July 24, 2026

8:30am – 9:30am	Commissioner Shadduck-McNally will participate in the virtual Forest Health Council Legislative Committee meeting
9:00am – 11:00am	Commissioner Stephens may participate in the virtual Middle Income Housing Authority Board meeting
9:00am – 4:00pm	Commissioners may participate in the virtual Colorado Counties, Inc., Proposed Issues meeting
12:00pm – 1:00pm	Commissioner Stephens may participate in the virtual Colorado Counties, Inc., Human Services Office Hours meeting

Saturday, July 25, 2026

9:00am – 1:00pm	Commissioners Kefalas and Shadduck-McNally may attend the Larimer County Farmers' Market Soil Health celebration, 200 West Oak Street, Fort Collins
9:00am – 12:00pm	Commissioners may participate in the Larimer County Fair and Rodeo parade, downtown 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, July 14, 2026**

Time: **9:00 AM**

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

Consent Agenda

Agreements

1. Document Title: Amendment to the Development Agreement for the Kidder Subdivision, File No. 10-S2944
   Submitted by: Shalana Lysaght, Business Ops Supervisor
   Department: Community Development Department
   Description: Request approval of the Amendment to the Development Agreement for the Kidder Subdivision, File No. 10-S2944. This amendment modifies the original agreement to allow the property owners the option to connect to a public water district system in lieu of constructing and utilizing a shared domestic well. Furthermore, the amendment updates the collateral requirements, removing the obligation to post construction collateral for the shared well system if the public water option is utilized.
   Term: N/A
   Named Parties: The Amendment is between the Board of County Commissioners of Larimer County, Colorado, George E. Kidder III, Loraine E. Kidder, Andrew McNulty, and Janelle Harris-McNulty.
   Total Dollar Amount: N/A

2. Document Title: Professional Services Agreement (P22-01 Inmate Medical Services)
   Submitted by: Jenna Cifala, Purchasing Contract Coord for Kiersten Anderson
   Department: Sheriff's Office
   Description: This Agreement is for medical and pharmacy services for inmates at the jail through the end of 2027.
   Term: 7/1/2026 - 12/31/2027
   Named Parties: Board of County Commissioners of Larimer County, Colorado, and CorrHealth, LLC
   Total Dollar Amount: 2026 (July-Dec): $5,058,800.41; 2027: $10,117,600.82

3. Document Title: "In-Reach" Nursing Home Services Contract
   Submitted by: Heather O'Hayre
   Department: Human Services
   Description: The Department of Justice (DOJ) investigated Health, Care, Policy and Financing (HCPF) within the last 2 years and found that residents are inappropriately stuck in nursing homes due to a lack of resources or knowledge on how to transition back to the community. As a result, HCPF must now provide transition information through case management as part of the AAA structure for all nursing homes statewide. We have been funded to do this now for almost two years. A staff member from our Aging and Disability Resource Center team meets once with the resident to provide information on available resources. Weld and Boulder AAAs declined this service, so HCPF approached us last year to see if we would be interested in expanding our region. As a result, we are receiving an additional $161k to expand our service area.
   Term: Effective Date - June 30, 2027
   Named Parties: Department of Health Care Policy and Financing (HCPF) and Larimer County Human Services
   Total Dollar Amount: $161,812.00

4. Document Title: Full and Final Release and Settlement Agreement
   Submitted by: Jennifer Infeld, Paralegal
   Department: County Attorney's Office
   Description: Approve Release and Settlement Agreement in Harmon v. Larimer County, U.S. District Court Case No. 24-CV-01422
   Term: N/A
   Named Parties: Estate of Ryan Harmon, Ashley Harmon, Tyler Harmon, Caleb Harmon, M.H.(a minor), Ronald Harmon, Colleen Harmon, Larimer County Sheriff, Board of County Commissioners
   Total Dollar Amount: $625,000

5. Document Title: Larimer County Core Services Plans (SFY 2025-2026)
   Submitted by: Thad Paul
   Department: Human Services
   Description: This plan serves as a comprehensive proposal to secure and allocate funding for specialized, intensive child welfare services—such as youth mentoring, therapeutic supervised visitation, and trauma-informed care—designed to strengthen family functioning, prevent the out-of-home placement of children, and safely reunify families
   Term: period contract years June 1, 2026, through May 31, 2027,
   fiscal years July 1, 2026, through June 30, 2027.
   Named Parties: Larimer County Human Services and Colorado Department of Human Services (CDHS)
   Total Dollar Amount: $1,191,387

6. Document Title: Volunteers of America Colorado Home Delivered Amendment AMEND1618501
   Submitted by: Kate Metz
   Department: Human Services
   Description: The Larimer County Department of Human Services (County) is requesting to amend the Contract with Volunteers of America Colorado Branch (Contractor) by extending the term of the Contract through June 30, 2027. Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two (2) or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.
   Term: extending the term of the Contract through June 30, 2027
   Named Parties: Larimer County Department of Human Services (County) and Volunteers of America Colorado Branch (Contractor)
   Total Dollar Amount: $408,831.45

7. Document Title: Volunteers of America Colorado Congregate Meals Amendment AMEND1618530
   Submitted by: Kate Metz
   Department: Human Services
   Description: This contract between the Larimer County Department of Human Services and the Volunteers of America Colorado Branch provides community nutrition services, which include congregate meals, counseling, and education. Additionally, it supports a "Grab and Go" subservice for the congregate meal program that enables older adults aged 60 and older to pick up, carry out, or drive through to receive nutritious meals as an alternative to traditional congregate dining.
   Term: Effective Date to June 30, 2027
   Named Parties: Department of Human Services (“County”) and Volunteers of America Colorado Branch (Contractor)
   Total Dollar Amount: $557,100.65

8. Document Title: First Amendment to: Subgrantee Agreement Between Larimer County, Colorado and the Larimer Conservation District
   Submitted by: Brad Maggetti
   Department: Office of Emergency Management
   Description: An amendment to the scope of work and budget of our Colorado Strategic Wildfire Action Program (COSWAP) grant (awarded 2024), requested by the Larimer Conservation District to more effectively reduce wildfire risk in the North Cherokee Park WUI, improve forest health and resilience, and protect source water and water infrastructure.
   Term: October 29, 2024 - August 31, 2027
   Named Parties: Larimer Conservation District, Larimer County
   Total Dollar Amount: $636,000

Liquor Licenses

1. Document Title: Liquor License Renewal ZGolf 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: Tavern
   Request: Approval and Issuance

2. Document Title: Liquor License Special Event Permit 6%-The Family Center/La Familia
   Submitted by: Deirdre O'Neill, Recording Ops Coordinator
   Department: Clerk and Recorder
   Establishment Name: Fort Collins Nursery Rock Garden Concert Series
   Location: 2121 E Mulberry Fort Collins, Colorado
   Named Parties: Dan Booth
   License Type:Special Event Liquor Permit 6%
   Request:Approval and Issuance

Miscellaneous

1. Document Title: Warranty Memorandum for Hough Planned Land Division - Planned Development, File No. 21-LAND4129
   Submitted by: Shalana Lysaght, Business Ops Supervisor
   Department: Community Development Department
   Description: Request approval of the Warranty Memorandum for Hough Planned Land Division - Planned Development, File No. 21-LAND4129. The Warranty Memorandum is between the Board of County Commissioners of Larimer County, Colorado, and Nancy R. Hough. The two-year warranty period for all improvements required to be constructed pursuant to the Development Agreement commences on July 2, 2026, and expires on July 2, 2028. The warranty amount is $2,426.25.

2. Document Title: Stipulation for Lincoln Avenue Self Storage Owners LP as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. Lincoln Avenue Self Storage Owners LP Docket No. 2025BAA1488

3. Document Title: Stipulation for Centerra Retail Shops LLC as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. Centerra Retail Shops LLC Docket No. 2025BAA1303

4. Document Title: Stipulation for Mhb Ahv Kinston LLC as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. Mhb Ahv Kinston LLC Docket No. 2025BAA1283

5. Document Title: Stipulation for Pedersen Properties Ltd. as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. Pedersen Properties Ltd. Docket No. 2025BAA1409

6. Document Title: Stipulation for FDC Office IV LLC as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. FDC Office IV LLC Docket No. 2025BAA1301

7. Document Title: Stipulation for Banner Health as to 2025 Tax Year
   Submitted by: Jessica Ryan, Senior Legal Assistant
   Department: County Attorney's Office
   Description: Larimer County v. Banner Health Docket No. 2025BAA1496

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.

Agreements

Item Name:

Document Title: Amendment to the Development Agreement for the Kidder Subdivision, File No. 10-S2944

Submitted by: Shalana Lysaght, Business Ops Supervisor

Department: Community Development Department

Description: Request approval of the Amendment to the Development Agreement for the Kidder Subdivision, File No. 10-S2944. This amendment modifies the original agreement to allow the property owners the option to connect to a public water district system in lieu of constructing and utilizing a shared domestic well. Furthermore, the amendment updates the collateral requirements, removing the obligation to post construction collateral for the shared well system if the public water option is utilized.

Term: N/A

Named Parties: The Amendment is between the Board of County Commissioners of Larimer County, Colorado, George E. Kidder III, Loraine E. Kidder, Andrew McNulty, and Janelle Harris-McNulty.

Total Dollar Amount: N/A

Attachments:

1. Amended Development Agreement Amended Development Agreement.pdf

(Space above this line used for Recording Data)

AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE KIDDER SUBDIVISION FILE NO. FILE #10-S2944

This Amendment is made this ____ day of _____, 20___ between the Board of County Commissioners of Larimer County, Colorado ("County"); George E. Kidder III and Loraine E. Kidder ("Developer" and Owners); Andrew McNulty and Janelle Harris-McNulty (Owners)

WHEREAS, the parties are the Owners of certain real property situated in Larimer County, Colorado, described on Exhibit A attached hereto and incorporated herein ("Property");

WHEREAS, County has approved the Amended Plat for the Kidder Subdivision, File No. 26-LAND4546, by Findings and Resolution dated June 8th, 2026, and recorded June 12, 2026, at Reception No. 20260028452 of the Larimer County records; and

WHEREAS, County has previously approved the Kidder Subdivision, File No, 10-S2944, on July 31, 2012, recorded on August 3rd, 2012, at Reception No. 20120052374 and the Development Agreement regarding the Kidder Subdivision dated July 24th, 2012, and recorded August 3rd, 2012, Reception No. 20120052379 of the Larimer County records; and

WHEREAS, Section #38 of the Agreement provides that the Agreement "may be amended by mutual consent of the County and 100% of the Property owners based on one (1) vote per lot, provided such amendment is in writing"; and

WHEREAS, the parties are desirous of amending the following Sections of said Development Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Section 2 (Description of Development and Uses)** shall be modified by deleting "the two lots will share a well and common water system" in the Findings and Resolutions for initial approval of this development which will now read as follows:

"The subdivision is a division of a 40.244-acre parcel into two lots one lot is already developed and the second is vacant. The lot will front on an existing private road and the vacant lot has a driveway to the building envelope that is a shared easement with Tri State Generation."

2. **Section 6 (Water Rights and Water Interests)** shall be modified in the Findings and Resolutions for initial approval of this development. It will now read as follows:

   "There are no water rights associated with this property beyond those associated with the on-site domestic well"

3. **Section 7 (Improvements)** shall be modified in the Findings and Resolutions for initial approval of this development. It will now read as follows:

   "Developer shall design, construct and install at its own expense all infrastructure improvements described in Exhibit B unless a public water system is used for Lot 1 in lieu of the joint well agreement. This includes water facilities, and other improvements shown on the final plat or in the supporting documents in accordance with the plans and specifications, as prepared by Developer's Licensed engineers and professionals, and approved by the County. This also includes continual updates to the plans detailed of Exhibit B if a public water system is not utilized over the shared domestic well.

   All construction shall be performed in a good and workmanlike manner and in accordance with applicable County standards, rules, and regulations governing such construction"

4. **Section 9 (Water Supply)** in the Findings and Resolutions for initial approval of this development shall be modified to allow the use of public water services used in lieu of the existing well agreement if applicable, which will now read as follows:

   "The Developer shall install the shared well system as detailed in the approved construction plans for this development, including water lines to each lot, or alternatively, the individual owners of each lot in this subdivision will obtain water from a public water district.

   If using the approved well system, it must follow the conditions of authorized by well permit # 132336 issued by the State Engineer. The water supply system shall be subject to inspection by Larimer County during construction and construction documents will be updated as appropriate to reflect the current location of any applicable building envelope. Developer shall submit, as a part of the

Homeowners documents, acceptance for the maintenance and responsibility of all water supply improvements prior to the completion date as stated in Section 8 of this agreement."

5. **Section 22 (Public Improvements Opinion of Costs and Guarantee of Improvements)** shall be modified in the Findings and Resolutions for initial approval of this development to allow for a public water option in lieu of use of a well to supply water to these lots. It will now read as follows:

   "Construction Collateral. There will be no construction collateral for this development. The Developer is responsible for the installation of the common water system and well improvements prior to the issuance of any permits for development on Lot 1 unless a public water option through a public water district is used as a water supply instead. If the well agreement is used, the installation of water supply lines and tanks on Lot 1 are the responsibility of the owner/builder of a residence on Lot 1."

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

LARIMER COUNTY:
Board of County Commissioners of
Larimer County, Colorado

_____
Chair: Jody Shadduck-McNally

DATE 6-2-26

APPROVE AS TO FORM

ATTEST:

_____
ASSISTANT COUNTY ATTORNEY

_____
Deputy Clerk to the Board

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as Chair of the Board of County Commissioners of Larimer County, Colorado.

_____
Notary Public

Witness my hand and official seal

My Commission Expires: _____

OWNER:

Andrew McNulty

STATE OF COLORADO)
COUNTY OF LARIMER)

Acknowledged before me this 9th day of June, 2026 by Andrew McNulty

Laura Renata Tate
Notary Public

Witness my hand and official seal.

My commission expires:

LAURA RENATA TATE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244038142
MY COMMISSION EXPIRES OCTOBER 15, 2028

OWNER:

Janelle Harris-McNulty

STATE OF COLORADO)
COUNTY OF LARIMER)

Acknowledged before me this 9th day of June, 2026 by Janelle Harris-McNulty

Notary Public

Witness my hand and official seal.

My commission expires: 10/10/2029

BRITNEY MASON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254037615
MY COMMISSION EXPIRES 10/10/2029

OWNER & DEVELOPER:

Loraine E. Kidder

Loraine E Kidder

STATE OF COLORADO)
COUNTY OF LARIMER)

Acknowledged before me this 9th day of June, 2026 by Loraine Kidder

Taylor Malott
Notary Public

Witness my hand and official seal.

My commission expires:

TAYLOR MALOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20254015002
MY COMMISSION EXPIRES APR 16, 2029

OWNER & DEVELOPER:

George E. Kidder III

STATE OF COLORADO)
COUNTY OF LARIMER)

Acknowledged before me this 9th day of June, 2026 by George Kidder III

Notary Public

Witness my hand and official seal.

My commission expires:

TAYLOR MALOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20254015002
MY COMMISSION EXPIRES APR 16, 2029

Exhibit A: Legal Descriptions

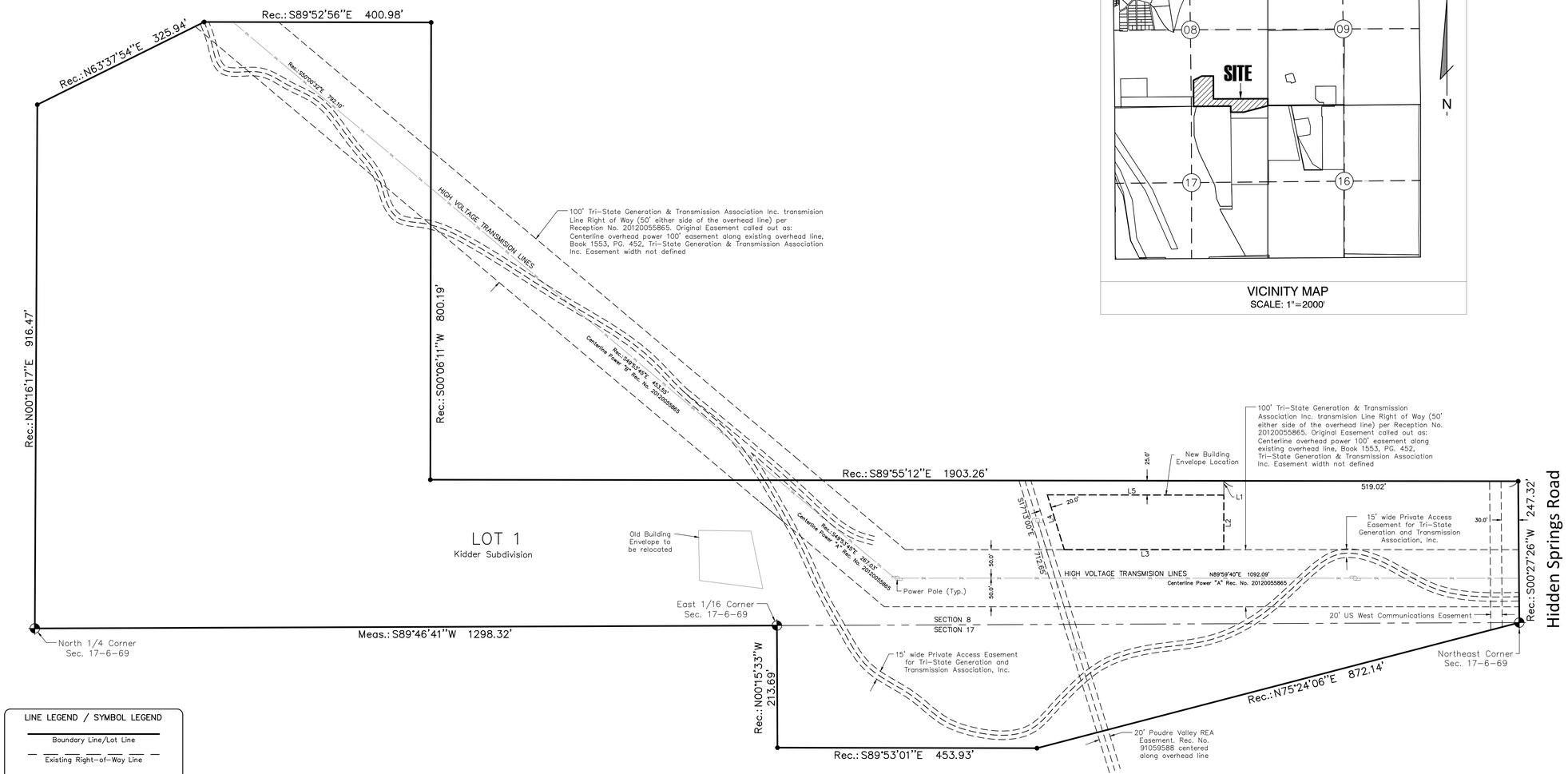
Lot 1, Kidder Subdivision, County of Larimer, State of Colorado

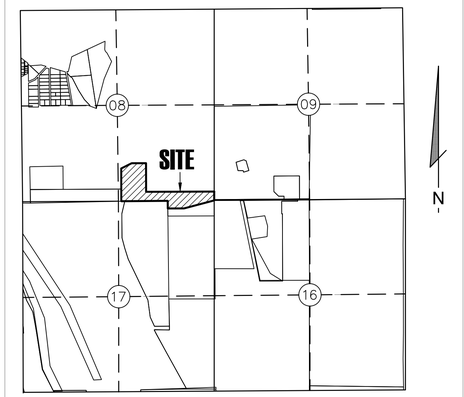
&

Lot 2, Kidder Subdivision, County of Larimer, State of Colorado

KIDDER SUBDIVISION AMENDED PLAT EXHIBIT, LARIMER COUNTY FILE #26-LAND4546

LOT 1, KIDDER SUBDIVISION, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO





VICINITY MAP
SCALE: 1"=2000'

LINE LEGEND / SYMBOL LEGEND

- Boundary Line/Lot Line
- Existing Right-of-Way Line
- Aliquot Line/Adjacent Property Line
- Edge of Asphalt Surface
- Edge of Gravel/Dirt Surface
- Existing Fenceline
- :Found Monument (as noted).
- :Set Monument (as noted).
- DNS :Indicates calculated position or change in direction (bearing) and/or distance. No Monument Found or Set.
- SPM: Sewer Paint Mark.
- EPM: Electric Paint Mark.
- NGPM: Natural Gas Paint Mark.

Asphalt Surface | Concrete Surface | Gravel Surface

Note: Lines and/or Symbols, as shown above, may or may not have been used on this survey.

PROPERTY DATA TABLE

'SUBJECT PROPERTY'

*PROPERTY OWNER(S) AT TIME OF SURVEY:
ANDREW MCNULTY
121 E. 23RD STREET,
LOVELAND, COLORADO 80538

PROPERTY ADDRESS:
6601 HIDDEN SPRINGS RD,
FORT COLLINS, COLORADO 80526

*Larimer County Assessor's Parcel I.D. No.: 9608405001

*Information above per the most recent records (February 25, 2026) of the Larimer County Colorado Assessor's Office

NORTH
WEST EAST
SOUTH

0 25 50 75 100 150 200 300

ORIGINAL SCALE : 1" = 100'

LINE TABLE

LINE	LENGTH	BEARING
L1	25.00	S00°04'48"W
L2	95.46'	S00°04'48"W
L3	279.01	N89°59'40"W
L4	100.36'	N17°13'00"W
L5	308.85'	S89°55'12"E

PROPERTY DESCRIPTION:
Lot 1, Kidder Subdivision, County of Larimer, State of Colorado.

GENERAL NOTES:
1. This Amended Plat Exhibit has been created for the sole purpose of relocating the Building Envelope location as shown on the final plat of Kidder Subdivision. The boundary and easement/rights of way as shown hereon were taken from the final plat of Kidder Subdivision. This exhibit map is not a monumented boundary survey.

PREPARED BY AND ON BEHALF OF:
INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
P: (970) 669-0516

Steven John Stencel
Colorado PLS No. 30462

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE:
BY:
REVISIONS:

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0516

CLIENT: ANDREW McNULTY

TITLE: KIDDER SUBDIVISION AMENDED PLAT EXHIBIT
LARIMER COUNTY FILE #26-LAND4546
STATE OF COLORADO

DATE: Apr 29, 2026 - 12:36
XREFS:
DWG: \\hal\prj\P-9909-McNulty\dwg\P-9909-02-24-26.dwg

DRAWN BY: AFL
CHECKED BY:
APPROVED BY:
DATE: 04-29-2026
SCALE: 1" = 100'

PROJECT NO.:
P-26-9909

SHEET	OF
1	1

Agreements

Item Name:

Document Title: Professional Services Agreement (P22-01 Inmate Medical Services)

Submitted by: Jenna Cifala, Purchasing Contract Coord for Kiersten Anderson

Department: Sheriff's Office

Description: This Agreement is for medical and pharmacy services for inmates at the jail through the end of 2027.

Term: 7/1/2026 - 12/31/2027

Named Parties: Board of County Commissioners of Larimer County, Colorado, and CorrHealth, LLC

Total Dollar Amount: 2026 (July-Dec): $5,058,800.41; 2027: $10,117,600.82

Attachments:

1.	Larimer County's Jail Medical Contract (P22-01)- Accepted (6.25) Executed (7.1)- 2026-2027 Term	Larimer County's Jail Medical Contract (P22-01)- Accepted (6.25) Executed (7.1)- 2026-2027 Term.pdf

LARIMER COUNTY, COLORADO
Professional Services Agreement
(P22-01 Inmate Medical Services)

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 CorrHealth, LLC, located at 6303 Goliad Avenue, Dallas, Texas 75214, ("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 July 1, 2026, through and including December 31, 2027 ("Initial Term"), unless sooner terminated as provided for in this Agreement. Effective July 1, 2026 this Agreement replaces the agreement between the parties executed on or about August 12, 2025.

b. Extension Terms. County may, at its sole option, extend the term of this Agreement beyond the Initial Term for up to three (3) additional one-year terms under the same terms provided for herein (each such period being an "Extension Term"). Contractor has the sole responsibility to request any Extension Term rate adjustment. Extension Term rate adjustments may be granted based upon an analysis of the Bureau of Labor Statistics Consumer Price Index (CPI) for Medical Care Services, West Region, all urban consumers, not seasonally adjusted; the Bureau of Labor Statistics Employment Cost Index (ECI) for Healthcare workers; Northern Colorado wage studies; merit retention raises at market rates; increases in high liability insurance policies; and other documented actual or reasonably anticipated increases in Contractor's costs of providing services under this Agreement. Any Contractor request for an Extension Term rate adjustment shall be presented to County by April 15 of each contract year and shall be supported by reasonable documentation demonstrating actual or reasonably anticipated increases in Contractor's costs of providing services under this Agreement, including but not limited to payroll expenses for onsite staff, market-based retention adjustments, professional liability insurance costs, recruiting and staffing costs, management and administrative costs, ancillary and supplies/equipment costs, and other documented operational expenses reasonably necessary to perform the services required under this Agreement. The parties acknowledge that any approved rate adjustment is intended to assist Contractor in addressing such documented cost increases during the applicable Extension Term, and nothing herein shall be construed to require Contractor to incur, implement, or absorb such actual or anticipated cost increases prior to County's consideration and approval of any requested rate adjustment. In no event shall rates increase by more than three percent (3%) per contract Term, and any such increase is not automatic. All increases remain subject to prior written approval by the County. 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 for incurred cost of actual Work performed.

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. Contractor shall perform all the services, including delivery of any goods and services relating to such goods, as described in **Exhibit A** attached hereto (the "Work") and 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. The total maximum cost to County under this Agreement is $4,866,300.41 for the July 1, 2026 through and including December 31, 2026 term, and $9,732,600.82 for the January 1, 2027 through and including December 31, 2027 term,

   i. The above amount does not include the cost of Pharmacy and MAT which are variable based upon actual utilization during the Term (see §3 and 4 of Exhibit B). In no event shall County be liable to pay any money more than this total maximum cost for non-pharmacy/MAT services 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 calendar (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. If sufficient funds are not appropriated or budgeted, this agreement shall terminate. 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:
Lieutenant Jacob Johnson
2501 Midpoint Drive
Fort Collins, Colorado 80525
Office: (970) 498-5242
Email: johnsoja@co.larimer.co.us

ii. If to Contractor:
Todd Murphy
CorrHealth, LLC
Founder and CEO
6303 Goliad Avenue
Dallas, Texas 75214
Phone: (214) 563-8224
Email: todd.murphy@mycorrhealth.com

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, fault, actions, omissions, or liability of Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement, regardless of the type of claim or legal theory asserted; and

ii. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, elected officials, and employees from and against all claims, demands, and judgments (including reasonable attorney fees) made, alleged, or recovered against County or Contractor, including but not limited to damages to real or tangible property or for bodily injury or death to any person, to the extent such claims are alleged to arise out of or in connection with the negligence, fault, acts, omissions, or services of Contractor or its employees or agents in connection with this Agreement. County agrees to promptly notify Contractor of any such claim or demand and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim. Contractor's obligations under this Section 7(b)(iii) shall apply only to the extent consistent with, and shall be limited by, subsections (iv) and (v) of this Section 7(b). Contractor's duty to defend County shall arise immediately upon the assertion of any claim or the filing of any action that is subject to Contractor's defense and indemnification obligations under this Section, and Contractor shall be responsible for reasonable defense costs associated with such claims from the date of the claim's inception, subject to the terms, conditions, and limits of Contractor's applicable insurance policies. To the extent Contractor's defense obligations are triggered, Contractor and/or its insurer shall have the right to select and retain counsel to defend any covered claim, subject to applicable insurance policy provisions, ethical obligations, and any required conflict-of-interest considerations, and County shall have the right to select and retain attorneys of its own choosing, at its own expense, to participate in the defense of any such claims, suits, actions, or proceedings in coordination with counsel retained by Contractor or its insurer. No settlement of any claim shall be entered into without prior written notice to County and the County's written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that County's consent shall not be required for any settlement that does not impose liability, financial obligation, admission of fault, or injunctive relief upon County.

iii. Contractor shall only indemnify and defend County for any vicarious liability that may be imposed upon County due to the medical services provided by Contractor, arising from allegations that appropriate medical care was not provided by Contractor, or arising from allegations that medical care provided by Contractor was in any manner negligent, inappropriate, or deliberately

indifferent, or for any claim or allegation, regardless of type of claim or legal theory, related to the actions or omissions of employees or services of Contractor.

iv. Contractor has no duty to indemnify nor defend County, its elected officials, appointed officials or employees for the negligent, inappropriate or deliberately indifferent acts or omissions by County. Contractor does have an absolute duty to indemnify and defend County, its elected officials, appointed officials and/or employees for any vicarious liability sought to be imposed on County based on the alleged negligent, inappropriate or deliberately indifferent acts or omissions of Contractor, its officers, directors, employees or subcontractors.

c. Duty to Defend. Contractor shall defend County, its employees, officials, and agents, by attorneys and other professionals selected and engaged by Contractor or Contractor's insurance carrier, and as approved in writing by the Larimer County Attorney's Office, for any claims, suits, actions, or proceedings arising out of or related to the losses, liabilities, and indemnity obligations set forth in §7(b)(i), (ii), (iii), (iv), and (v) above, subject to the terms, conditions, exclusions, and limits of Contractor's applicable insurance policies. Upon selection and engagement of attorneys and other professionals to defend County and/or Contractor, Contractor shall promptly notify County of the attorneys and other professionals selected and engaged, and County shall not be obligated to reimburse Contractor or Contractor's insurance carrier for the cost of such attorneys and other professionals, except as otherwise expressly required under applicable insurance coverage. County may, at its own expense, select and retain attorneys of its own choosing to participate in the defense of any such claims, suits, actions, or proceedings in coordination with counsel retained by Contractor or Contractor's insurance carrier. No settlement of any claim shall be entered into without prior written notice to County, and County's consent shall not be unreasonably withheld, conditioned, or delayed. Contractor and/or its insurance carrier shall have authority to settle any claim or action where such settlement does not impose any admission of liability, financial obligation, or injunctive relief upon County, and any settlement authority exercised shall be consistent with the terms, conditions, and requirements of Contractor's applicable insurance policies, including any consent-to-settle provisions. In the event County withholds consent to a settlement that is recommended in good faith by Contractor and its insurance carrier as reasonable and within applicable policy limits, Contractor's and/or its insurance carrier's liability for any resulting judgment or settlement shall be limited to the amount of the recommended settlement plus defense costs incurred through the date such settlement was recommended. In the event of any inconsistency between this Section and the terms of Contractor's applicable insurance policies regarding settlement authority or defense obligations, the requirements of such insurance policies shall control to the extent of coverage. Contractor shall act in good faith to defend against claims and shall use commercially reasonable efforts to prevent settlement of any claims or lawsuits that are reasonably determined to be frivolous or lacking in merit, subject to the terms and conditions of Contractor's applicable insurance policies.

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. Further, Contractor shall make available for inspection, and/or copying when requested, original timesheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to Contractor's work and performance at any time during the Agreement term. In the event Contractor does not hold such material in its original form, a true copy shall be provided. All parties agree that Contractor is subject to accuracy checks from a third-party auditor for purposes of programmatic, performance and financial audits. Contractor shall agree to be fully transparent with financial, operational, business, and partnerships.

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

k. 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. County will inform Contractor of any request for records that could be excluded from disclosure as proprietary documents or protected as trade secrets belonging to Contractor. County and Contractor will not divulge medical records of inmates that are protected by the Health Insurance Portability and Accountability Act (HIPAA), if such records are excluded from disclosure by CORA provisions, other applicable laws or by Court Order

l. Laws and Regulations. Contractor shall strictly comply with all applicable federal, state, and local laws, rules, and regulations, court orders, administrative directives, and the policies and procedures of County 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. To the extent that Contractor believes that any policies or procedures of County violate or impinge upon the rights of any inmate or subject any inmate to serious physical or mental harm, Contractor may request to discuss those policies and procedures with County and such discussion will not be unreasonably delayed by either party. Contractor only has the right to discuss such policies and procedures with County, and Contractor neither has the right or duty to change, ignore or refuse to follow such policies and procedures.

m. 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).

n. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

o. 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.

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.

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY

By:_____
Chair DATE

Attest:_____
Deputy Clerk

LARIMER COUNTY SHERIFF

By:_____ 07/07/2026
Signature DATE

CONTRACTOR

By:_____ 06.30.2026
DATE

Printed Name: Todd Murphy, Founder & CEO

APPROVED AS TO FORM:

June 29, 2026
Christine M. Luckasen
Larimer County
Assistant County Attorney I

LARIMER COUNTY, COLORADO
(P22-01 Inmate Medical Services)
SCOPE OF WORK

"EXHIBIT A"

2025-2026

1 PROGRAM OVERVIEW

1.1 The goal of the Agreement is to begin a business relationship with CorrHealth, LLC (Contractor) who is required to provide cost effective medically necessary services and maintain a level of quality in accordance with current standards established by the National Commission on Correctional Health Care (NCCHC), including all updates, throughout the Agreement term.

1.2 Contractor shall provide comprehensive medical and mental health services for the inmates housed at Larimer County Jail. County requires the use of professionally licensed or certified staff (within their practice; i.e., LPN, PA, RN, EMT, etc.) to perform the various functions needed to provide quality healthcare to inmates. The standard of care required is the degree of skill, care, and diligence exercised by members of the same profession, practicing in the same or a similar locality in light of the present state of medical and surgical science.

1.3 The current program requirements include inmate medical screening, admissions evaluation, triage, sick call, care of medically fragile inmates, pharmacy services, psychiatric screening, suicide risk assessments, mental health services, medication assisted treatment, medical clearances for intra-agency and inter-agency transfers, work clearances, and the continuing care of identified health problems, detoxification and emergency services. This includes all medical, mental, behavioral, ancillary, community-based healthcare programs and services.

1.4 The responsibility for the provision of healthcare services to people confined in Jail commences with the commitment of the person to the custody of the Jail and ends with their release from custody.

2 SCOPE OF WORK

2.1 Contractor shall be the coordinator of the healthcare delivery system for inmates at the Larimer County Jail. Healthcare delivery is defined as medical, mental health, medication assisted treatment, dental care and vision care Contractor shall provide medication management. Contractor shall provide healthcare in line with community standards of care for Larimer County, Colorado.

2.2 All parties agree that the specifications and other Agreement documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. Contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the Agreement shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect Contractor's liability, or status as an independent Contractor.

2.3 Contractor agrees to offer all qualified applicants consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. Contractor agrees to promote diversity, equity, inclusion and belonging. Contractor agrees to make strides toward ensuring that more women, persons of color, LGBTQ+, disabled, and older employees receive opportunities and are promoted into positions of leadership.

2.4 Contractor first examines any process or policy failure before assigning blame to the individual Contractor employee. Contractor agrees to review all claims and based upon those reviews, make suggestions to streamline policies and reduce risk. When it is determined that a Contractor's employee did not follow policy, Contractor corrects and disciplines the employee with dignity and respect. Contractor agrees to investigate policy, procedure, and practice for shortcomings. Steps include interview of the team-member/employee, consult with legal representation, develop a risk mitigation strategy, document outcomes, and communicate results.

2.5 Contractor agrees to resolve any conflicting medical opinions with the site-level physician's position as supreme.

3 ADMINISTRATIVE REQUIREMENTS

3.1 A compilation of health care policies and procedures are reviewed at least annually by Contractor. Documentation of the policy review includes signatures of Contractor and the date of the review. Contractor meets annually with County's Contract Administrator to review and, if necessary, make any site-specific changes to policies and procedures. This effort results in facility-approved directives tailored to the vision, objectives, and strategy of the facility regarding provision of medical and behavioral health care for inmate-patients. County's Contract Administrator or designee inspects and reviews operations and programs at least annually to evaluate compliance with policies and procedures. A report describing findings, and corrective plans is submitted. A copy of all records related to the care of inmates, including medical records, applicable policies, procedures, manuals and instruction books shall be provided to the County upon request; and at the termination of this Agreement, Contractor shall provide, within ninety (90) days, copies of all such records covering the period of this Agreement and any renewals and extensions. Contractor shall provide a copy of any other relevant documents, such as orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of healthcare services in accordance with this Contract, if necessary for the resolution of a legal claim, grievance, internal investigation or other recognized process during the Agreement period. Contractor shall maintain a compilation of site-specific policies and procedures which will adhere to and reference all NCCHC standards, as well as all State and Federal laws, rules and regulations. Any proprietary intellectual property of Contractor shall be made available to County but shall remain the sole property of Contractor.

3.2 Contractor agrees to utilize PowerDMS as the document management system for the dissemination of operational policies and procedures. Contractor will provide free access for County to view Contractor's policy and procedures within the

PowerDMS platform. Contractor will ensure that each of Contractor's employees have read, acknowledged, and demonstrated competency regarding Contractor's up-to-date policy and procedures at least 24-hours prior to reporting for a duty shift inside the Larimer County Jail.

3.3 All parties agree that upon receiving a notice of termination issued by County, Contractor shall continue to provide services and wind down operations pursuant to this Agreement, unless expressly directed otherwise by County in the notice of termination. In the event of notice of termination, Contractor agrees to provide a wind down plan tailored to the circumstances.

3.4 All parties agree that County shall have the unfettered right to monitor Contractor's work in every respect. In this regard, Contractor shall provide its full cooperation, and ensure the cooperation of its employees or agents.

3.5 Contractor shall retain adequate corporate staff capable of competently supervising and monitoring its operations in Larimer County.

3.6 All parties agree that issues may arise that are highly time sensitive requiring detailed information inclusive of written reports or other pieces of information. Contractor agrees to make communication a fluid and proper exchange in the most expedient manner possible and shall maintain such required levels of communication utilizing the highest level of cooperation.

3.7 Contractor must provide to County's Contract Administrator proof of licenses and certificates for all professional staff. Contractor shall obtain, secure, and maintain, at their cost, any and all permits, licenses, including pharmacy, and continuing education required by Federal, State, and local laws and applicable rules and regulations necessary for the implementation of work undertaken by Contractor.

3.8 Contractor must maintain proof that all on-site staff are cardiopulmonary resuscitation (CPR) certified, and this certification must be maintained throughout the Agreement.

3.9 Contractor must assist County in maintaining NCCHC Accreditation throughout the Agreement. Contractor must pay for all fees required to maintain this certification, except any fees/penalties due to failures on the part of Larimer County, employees, and agents thereof. Contractor must provide all NCCHC Accreditation reports to the Contract Administrator during and after accreditation process. Contractor agrees to pay County fifty thousand dollars ($50,000) should County fail to achieve and maintain NCCHC accreditation due to the actions of Contractor.

3.10 Contractor agrees to provide Contractor's employees with an Employee Handbook that explicitly complies with Colorado law.

3.11 Contractor commits to transparency when conflicts arise between County policy and Contractor's policy. When Contractor's corporate decisions have a potential negative effect on Contractor's employees, these decisions shall be discussed early with County to mitigate complaints. Contractor agrees to not create unnecessary distractions that would take away from the stability of services provided by Contractor.

3.12 Contractor agrees to utilize Unite Us as the case management information sharing platform. Contractor shall obtain a minimum of five (5) licenses from Unite Us, and the licenses shall be used as directed by County. Contractor is responsible for contracting with and paying Unite Us for the utilization of the Unite Us software/services.

4 BILLING

4.1 Contractor shall provide for monthly billings that include a detailed breakdown of all costs actually incurred. The invoice shall detail actual time worked in the same format as it was estimated in the approved staffing plan. The monthly billing shall be provided to County's Contract Administrator by the fifth (5^{th}) of each month.

4.2 Contractor shall pay all bills that Contractor is responsible for related to services at the Larimer County Jail within sixty (60) days. Any bill owed by Contractor that is outstanding more than sixty (60) days must be reported to County's Contract Administrator in writing.

4.3 Contractor is responsible for assessing fees to an inmate's account. Monies collected are returned to County general fund. No inmate is denied medical care based on an inability to pay.

4.4 Included in the inmate population are inmates incarcerated on behalf of the Colorado Department of Corrections. Contractor shall promptly notify the Colorado Department of Corrections of treatment for such inmates using provided procedures and forms and shall submit all such related bills to County's Contract Administrator to ensure reimbursement to County of all medical expenses and cost of pharmaceuticals incurred on behalf of such inmates. All such reimbursements are returned to County general fund.

5 ACCESSIBILITY TO SERVICES

5.1 Non-English speaking inmates will receive verbal and/or written instruction, in a language they understand, on how to access healthcare services in the Jail. Contractor shall utilize a translation service provided for and paid by County.

5.2 Contractor shall have written provisions and procedures in place for working with inmates covered in the Americans with Disabilities Act (ADA). Contractor is knowledgeable and capable of utilizing ADA assistive devices and is committed to using best efforts to communicate effectively with all inmates.

6 ELECTRONIC MEDICAL RECORDS

6.1 The electronic medical records management system utilized at the Jail is CorEMR. County will be responsible for ongoing CorEMR licensing and server costs. All Contractor's staff must be trained on this system. The Health Services Administrator (HSA) maintains the utilization of the medical records management system.

6.1.1 In order to enable Contractor to access the CorEMR System securely from a remote location, the County shall provide Contractor with up to fifteen (15)

remote secure access licenses to CorEMR. The exact number of licenses to be provided will be set based upon Contractor's needs, but shall not exceed fifteen (15). The County is responsible for ongoing costs associated with all licensing and maintenance required for the CorEMR system, including the remote secure access licenses referenced herein.

6.2 All health records are the property of Larimer County. Contractor acts as custodian for the health records, and such records are kept confidential, subject to the rights of access thereto at all times on the part of Larimer County. Contractor shall ensure access to inmate healthcare records as controlled by the health authority consistent with the applicable local, State and Federal confidentiality laws. The confidential relationship of doctor and patient extends to inmate patients and their clinicians.

6.3 Contractor shall maintain a current record of the rules and regulations covering the confidentiality of healthcare records and the types of information that may and may not be shared. Contractor shall collaborate with jail administration to orient all appropriate County staff to HIPAA requirements as well as to ensure that related forms, including the inmate's release of confidential information, meets the requirements of Contractor's HIPAA compliance program and plan.

6.4 The release of any information regarding inmate healthcare shall be obtained only through Larimer County Sheriff's Office Records. This policy ensures appropriate legal measures are taken when anyone is requesting an inmate's healthcare record. All healthcare records are maintained in accordance with the laws of the state of Colorado, including those of discharged inmates. Inactive medical records are maintained according to Colorado State Statutes and the American Medical Association.

7 OFF-SITE PROVISION OF MEDICAL OR OTHER HEALTH CARE SERVICES

7.1 Contractor shall not be responsible for costs associated with off-site provision of medical or other healthcare services, and thus, there is no aggregate limit, or cap, for off-site care. Any expense incurred or to be incurred for medical and other healthcare services provided off-site must be approved by County's Contract Administrator, except in emergent situations, and shall be the responsibility of County. Contractor is responsible for review and verification that all invoices are appropriate and accurate prior to payment by County of off-site services using County funds. This includes verification of services provided and accuracy of all co-pays and deductibles. Contractor is expected to exercise sound medical judgment when referring inmates for off-site care.

7.1.1 Contractor shall provide a monthly report of the off-site provision of medical care to County's Contract Administrator. Contractor must attend a monthly meeting with County's Contract Administrator to discuss the utilization of off-site care.

7.2 Contractor shall refer uninsured inmates to sign up for the Affordable Care Act by collaborating with Larimer County Health and Human Services. Contractor shall assist with sign up, make sure any inmate hospitalized or about to be hospitalized is signed up and costs are processed by the hospital to the appropriate insurance

coverage before accepting responsibility for the costs or passing the costs onto County for off-site care. Contractor's assistance includes notifying local social service agencies, coordination with health departments and other enrollment organizations, consultation between the utilization management team and hospital based social workers and aligning claims processing and payment with hospitals to maximize collection by the hospital when eligible Medicaid claims may be filed.

7.3 County follows Colorado Revised Statute § 17-26-104.5 and has additionally negotiated pricing for off-site medical care. Colorado Revised Statutes § 17-26-104.5 states in pertinent part, "[w]hen a person is held in custody in a county Jail, the person shall be primarily responsible for the payment of the cost of medical care provided to the person for a self-inflicted injury or a condition that was preexisting prior to the person's arrest and shall be charged for the medical care by the provider of care." Based on this statute, Contractor shall identify self-inflicted and preexisting inmate injuries and conditions and to notify off-site health services providers or hospital providers of the obligation to bill inmates directly for such injuries or conditions. Contractor shall notify off-site health services providers and/or hospital service providers of any third-party insurance or Medicaid eligibility available to inmates for such injuries. To the extent an off-site health services provider or hospital provider requires a guarantee of payment that an inmate cannot provide, Contractor shall be responsible for providing such guarantee of payment and County shall be responsible for paying any off-site costs not billed directly to the inmate under Colorado Revised Statutes § 17-26-104.5. Contractor shall not incur any expenses on behalf of County without prior authorization, except in emergent situations.

7.4 All parties agree that Contractor will enforce minimum staffing requirements to avoid increasing other County costs for off-site care. Contractor shall reimburse the actual cost of deputy transports when staff positions remain unfilled or uncovered. Prior to invoking any penalties, County's Contract Administrator shall meet with the Health Services Administrator to discuss and validate non-performance. Notice of non-performance will then be provided in writing to Contractor. Should any of the penalties be invoked, they shall be paid as a credit against monthly billing for Agreement services.

7.5 Contractor shall ensure that the healthcare status of inmates admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall maintain a detailed plan and procedure for inmates receiving care in an off-site medical care facility. Contractor shall provide daily email updates on healthcare status of inmates admitted to outside hospitals to County's Contract Administrator.

8 ELECTIVE MEDICAL CARE

8.1 No elective care shall be approved without the written consent of County's Contract Administrator. In the event an inmate requires elective care, the inmate shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of the Medical Director or designee, cause the inmate's health to deteriorate or cause harm to the inmate's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards. Contractor shall ensure that bills

are accurate, and procedures are followed for elective care as they would for any off-site non-elective medical care.

8.2 Contractor shall not be responsible for the provision or cost of any elective care.

9 QUALITY ASSURANCE (QA)

9.1 In order to establish and maintain quality assurance, a quarterly Medical Audit Committee (MAC) meeting is facilitated by Contractor to discuss the current issues, discuss third-party programmatic reports, performance reports, financial audit reports, self-audit reports, identify problems or report on potential high cost inmate's medical procedures and shall be attended by County's Contract Administrator, Health Service Administrator, Charge Nurse, Medical Director, medical and psychiatric clinicians, and other Contractor staff.

9.2 Contractor shall staff and provide administrative support to the committee and document all meeting notes. Meeting minutes shall be prepared by Contractor within three (3) days of the meeting and distributed to all parties.

9.3 Contractor shall provide consultation to County's Contract Administrator on any and all aspects of the healthcare delivery system for the Jail. This includes evaluation and recommendations concerning new programs, alternate pharmaceutical, healthcare delivery procedures that impact Jail deputies and other systems, and other matters relating to this Agreement upon which County's Contract Administrator seeks the advice and counsel of Contractor.

10 REPORTING REQUIREMENTS

10.1 Contractor shall conduct quarterly self-audits inclusive of, but not limited to, intake procedures, medication distribution, and pharmaceutical formulary costs or any other topics addressing concerns of County's Contract Administrator:

10.1.1 Review quality assurance reports
10.1.2 Review off-site care utilization
10.1.3 Review monthly actual staff reports with hourly billing rates
10.1.4 Review statistical reporting
10.1.5 Review statistics and savings realized from Affordable Care Act
10.1.6 Review prescription utilization and annual formulary

10.2 Quarterly statistical reporting to be provided to County's Contract Administrator includes the following statistical findings:

10.2.1 Total # of Intake Screenings
10.2.2 Total # of Sick Call Visits
10.2.3 Total # of Health Care Provider encounters
10.2.4 Total # of 14 Day Health Assessments
10.2.5 Total # of Annual Health Assessments
10.2.6 Total # of In-House X-rays
10.2.7 Total # of Psych Health Care Provider Encounters
10.2.8 Total # of Mental Health Provider Encounters
10.2.9 Total # of Attempted Suicides

10.2.10 Total # of Completed Suicides
10.2.11 Total # of State Hospital Commitments Awaiting Admission
10.2.12 Total # of Dental Exams
10.2.13 Total # of Dental Clinic Visits
10.2.14 Total # of Dental Extractions
10.2.15 Total # of Dental Fillings
10.2.16 Total # of Off-Site Referrals
10.2.17 Total # of Off-Site ER Visits
10.2.18 Total # of Off-Site Hospital Admissions
10.2.19 Total # of Off-Site Total Hospital Days
10.2.20 Total # of Chronic Care Clinic Visits
10.2.21 Total # of Deaths
10.2.22 Total # of Patients Receiving Meds (last day of each month)
10.2.23 Total # of Purified Protein Derivatives (PPDs) Planted
10.2.24 Total # of Suspect Active TB
10.2.25 Total # of Confirmed Active TB
10.2.26 Total # of Identified Chlamydia Cases
10.2.27 Total # of Identified Gonorrhea Cases
10.2.28 Total # of Identified Syphilis Cases
10.2.29 Total # of Confirmed Methicillin-Resistant Staphylococcus Aureus (MRSA)
10.2.30 Total # of Methicillin-Resistant Staphylococcus Aureus (MRSA) Suspect Cases
10.2.31 Total # of Medical Grievances

11 MEDICAL RECORDS

11.1 County has a separate agreement with CorEMR for electronic medical records. County will be responsible for ongoing CorEMR licensing and server costs. CorEMR interfaces with County's Jail Management System and current pharmacy vendor.

11.2 All contact with inmates related to health issues must be documented in the healthcare record.

11.3 All requests for healthcare must be documented in the inmate's medical record including, but not limited to, requests and grievances.

11.4 Contractor shall maintain complete and accurate medical, dental, and mental health records separate from the confinement records of the inmate.

11.5 All medical records including, but not limited to, mental health or dental records, medication logs, treatment logs, and charts shall be made available immediately upon request to County's Contract Administrator as needed throughout the Agreement.

11.6 Contractor may only be allowed to upload their forms into CorEMR after review and approval from County.

12 LITIGATION

12.1 Contractor shall comply with the inmate grievance review process pursuant to Jail Policy and Procedure in lieu of utilizing any propriety software unique to Contractor for handling grievances.

12.2 Contractor agrees to manage risk with Contractor's dedicated risk management staff to evaluate critical incidents to incorporate the best-practices of safety in the jail environment.

12.3 In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Contractor shall make accessible to the Sheriff, Jail Facility Administrator, County's Contract Administrator, Internal Affairs Investigator, or County Attorney such records and, upon request, provide copies within seventy-two (72) hours of notice. All parties agree that any records or documents that are privileged that are based upon peer review or attorney-client privilege do not fall under this section and do not require disclosure. Peer review is defined as an examination of actions taken during a critical incident in order to improve work process and enhance performance of Contractor.

12.4 Contractor acknowledges and agrees that all records prepared or acquired by Contractor during performance of services in the Agreement will immediately become the property of the Sheriff's Office. All parties agree that any records or documents that are privileged that are based upon peer review or attorney-client privilege do not fall under this section and do not require disclosure.

12.5 Contractor shall respond to inmate grievances within two (2) business days.

12.6 Any and all legal actions or requests affecting inmates and/or Contractor must be provided, in writing, to County's Contract Administrator within seventy-two (72) hours of notice.

12.7 Contractor acknowledges, agrees and shall comply to any actions requiring participation that personnel may, from time to time, be subpoenaed to testify in court regarding medical treatment and accepts responsibility in responding and managing these court requests. All parties agree that any overtime associated with this obligation is the responsibility of Contractor.

13 STAFFING REQUIREMENTS

13.1 All parties agree that Contractor will enforce minimum staffing requirements to avoid increasing other County costs for Jail healthcare inclusive of mental health care. For example, if a Medical Director's hours are less than the specified minimum requirements there exists the potential for referrals to external physicians to be more frequent. This results in a higher requirement for deputy transports for medical care. To further emphasize, if hours for all staffing (Health Service Administrator, Medical Director, Physician Assistant, Registered Nurse and Nurse Practitioner) were to fall short of minimum staffing requirements, the potential for emergency room visits, hospital admissions, and inmates on non-formulary drugs along with deputy transports would potentially rise resulting in significant additional charges to County beyond the agreed upon fee.

13.2 Contractor is expected to anticipate cost of living salary increases for Contractor employees operating in County. Contractor shall incorporate said Contractor increases into the total base compensation paid by County. Contractor shall not impose a salary freeze for Contractor's employees operating at the Larimer County Jail site without a written notice of explanation to County's Contract Administrator.

13.3 Contractor shall recruit, interview, hire, train and supervise medical staff. Contractor must provide required personnel for all shifts and fully meet all expectations, requirements, and performance standards. Contractor shall provide for effective staffing to meet the service level expectations of the Agreement obligations which include, but are not limited to:

13.3.1 Twenty-four (24) hours per day and seven (7) days per week Registered Nursing (RN) coverage.
13.3.2 Daily sick call and follow-up to include weekends and holidays.
13.3.3 Dispense medications as prescribed.
13.3.4 Staffing must be sufficient to complete medication rounds every morning between 7:00am and 10:30am; and evening between 6:30pm and 10:00pm.
13.3.5 Timely response to medical needs and emergencies.
13.3.6 Physician support services.
13.3.7 Twenty-four (24) hour emergency/on-call physician consultation.
13.3.8 Contractor shall provide sufficient clerical staff to support medical.
13.3.9 Meeting a two (2) hour window of time to screen every new Jail arrival for medical, dental, or mental health problems.
13.3.10 Full physical for all inmates within fourteen (14) days of admission.
13.3.11 Full dental exam within twelve (12) months of admission in addition to the initial dental screen performed during intake.
13.3.12 Mental health screening.
13.3.13 Inmates with positive screens for mental health issues receive an initial mental health evaluation within fourteen (14) days of admission.
13.3.14 On-call mental health coverage for after hours and overnight emergencies twenty-four (24) hours per day and seven (7) days a week. When a page is received, Contractor responds within fifteen (15) minutes by telephone. While on-call, the professional is available to be on-site within one (1) hour.
13.3.15 Meeting a four (4) hour window of time to screen inmates on 15-minute mental health watches prior to release.
13.3.16 The following coverage shall be provided in booking for screening twenty-four (24) hours per day and seven (7) days a week.

13.3.16.1 One (1) dedicated RN; AND

13.3.16.2 One (1) dedicated emergency medical technician (EMT). If an EMT is not available an RN can substitute for this position at no additional cost to County.

13.4 Medical and mental health interns and students are encouraged. Unpaid interns are not counted toward staffing levels.

13.5 Adjustments to understaffing are made as credits to County. In the event Contractor has a vacancy for greater than 15 days, Contractor shall credit County the actual

cost of the vacant position for each day thereafter. Position is not considered vacant when the position is filled in any capacity including by other CorrHealth employees, agency nurses, or temporary placements. Credits are made quarterly.

14 STAFFING PLAN

14.1 Contractor shall maintain specific written job descriptions and protocols to define specific duties and responsibilities for all assignments.

14.2 Contractor shall adopt the staffing plan referenced in “EXHIBIT E”.

14.3 A full-time, on-site Health Service Administrator shall be provided who shall have overall responsibility for the successful delivery of healthcare at the Jail. The Health Service Administrator must be qualified as a Registered Nurse (RN) at minimum.

14.4 A single designated physician health authority, a Medical Director, with the responsibility for assuring the appropriateness and adequacy of inmate healthcare shall be provided.

14.5 Contractor shall make provisions in their staffing plan to cover periods of vacation, education, weekends, holidays and sick time by including appropriate relief factors also known as back-fill. Per-diem staff will only be used to cover vacation, education, weekends, holidays, sick time and short-term vacancies.

14.6 Contractor shall provide proof upon request that the staff providing services in this Agreement are licensed or certified to practice in the state of Colorado and comply with all current and future applicable Colorado professional practice act regulations. Mental health counselors must be licensed or pursuing licensure.

15 SECURITY CLEARANCE

15.1 County shall conduct a comprehensive background investigation on all Contractor staff recruited to work in the Jail. All Contractor employees will be required to pass a background investigation conducted by County as a requisite for initial and/or continued employment. This background investigation requirement applies to all permanent, temporary, agency, and flex/travel staff. All such personnel must be submitted to and cooperate with the County’s background investigation process prior to or promptly upon assignment and shall not be permitted unescorted access to secure areas of the Jail or assignment to security-sensitive functions until final security clearance is granted by County; provided, however, County may, in its sole discretion, authorize provisional or escorted access pending completion of the background investigation for personnel who have completed Contractor’s pre-employment screening and for whom no disqualifying information is known, subject to such conditions, limitations, and supervision requirements as County deems appropriate.

15.1.1 Any Contractor employee who does not satisfy the security clearance, at the sole discretion of County’s Contract Administrator, is not allowed access to the Jail. Contractor shall anticipate that any Contractor employee

involved in a security breach shall be dismissed immediately at the sole discretion of County's Contract Administrator.

15.1.2 Contractor shall provide a plan to fill vacated positions temporarily within twenty-four (24) hours of any such dismissal. Contractor will backfill critical roles until a replacement is found.

15.2 Contractor staff shall be subject to and shall comply with all security regulations and procedures of the Jail. Violations of the regulations may result in Contractor employee being denied access to the Jail. In this event, Contractor shall provide alternate personnel.

15.3 Contractor staff shall adhere to the same standards in place for County employees with regard to harassment, alcohol and drug free workplace, violence in the workplace, Prison Rape Elimination Act (PREA), Electronic Systems and Equipment Use Policy, or any other current or future policy that impacts County employees.

15.4 All parties agree that County's Contract Administrator, in their sole discretion, may require replacement of any Contractor employee at any time, for any reason.

15.5 All Contractor staff shall have an ongoing duty to report criminal arrests or violations, except traffic, to County's Contract Administrator.

15.6 In the event of a Contractor employee termination, Contractor shall collect all identification badges, access keys, or other County property assigned to that employee and submit the items collected to County's Contract Administrator or designee immediately.

15.7 Contractor shall promptly notify the County Contract Administrator or designated onsite representative upon any material change in the status of Contractor personnel assigned to the Jail, including removal from assignment, termination of employment, or any conduct or condition that may reasonably affect security, safety, or fitness for duty within the facility, consistent with applicable law and Contractor personnel policies.

16 CONTRACTOR TRAINING

16.1 Contractor shall document that all Contractor staff receive a minimum of seventy (70) hours of on-the-job training by a nurse preceptor provided by Contractor, before being allowed to work independently in the Jail.

16.1.1 Contractor staff time spent in this preceptorship is paid by Contractor. Contractor agrees to pay incentives to Contractor's staff designated as trainers.

16.2 All Contractor staff shall receive a minimum of five (5) hours of training by Jail staff. Contractor staff time spent in this training is paid by Contractor. Topics include:

16.2.1 Personal qualities that will ensure your success working in a Jail
16.2.2 Safety first

16.2.3 Rules, policies and procedures
16.2.4 Prison Rape Elimination Act (PREA)
16.2.5 Correctional environment
16.2.6 An introduction into the unique world you are about to enter
16.2.7 How to navigate the Jail
16.2.8 Checking in and checking out procedures
16.2.9 Dress code and contraband
16.2.10 Housing areas and program classrooms
16.2.11 Collecting and moving inmates
16.2.12 Use of elevators
16.2.13 Codes and emergency procedures
16.2.14 Effective service; how to meet the needs of those you will serve

16.3 All nurses and medical assistants shall complete continuing education each year, to comply with NCCHC standards. Contractor staff time spent in this training is paid by Contractor.

17 EQUIPMENT AND SUPPLY RESPONSIBILITIES

17.1 Contractor provides stock medical supplies. Contractor supplies, at its expense, all other supplies required to perform, including but not limited to, books, manuals, medical forms, laboratory fees, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, individual and group materials, gloves and coverings, and disinfectants.

17.1.1 Any equipment and supplies currently on-site remain the property of County at the conclusion or termination of the Contract.

17.2 Contractor shall, at its own expense, purchase all medically necessary equipment under five hundred ($500.00) dollars per item.

17.2.1 Any and all medically necessary equipment purchased by Contractor during the Agreement term shall become property of County.

17.2.2 In the event medically necessary equipment is needed which costs five hundred ($500.00) dollars or more per item, Contractor shall notify County of the need and purchase arrangements will be made if the purchase is approved by County. No purchase shall be made until approval is provided by County's Contract Administrator. Approved purchases are reimbursed by County, if necessary, and shall become property of County.

17.3 Contractor supplies, at its expense, on-site office equipment such as fax machines, pagers, calculators, additional telephones, and computer paper.

17.3.1 Ten (10) desktop computers, forty-five (45) laptops, and three (3) printers are provided by County.

17.3.2 A copy machine is provided by County and County is responsible for paying the maintenance contract. Supplies required to operate, such as toner cartridges, copy paper, are the responsibility of Contractor.

17.4 All equipment in the inventory that is owned by County may be used in conjunction with the equipment furnished by Contractor.

17.5 All equipment purchased by County for the purposes of executing the Agreement is the property of County and remains on-site upon termination of the Agreement. In addition, all supplies, including pharmaceuticals, purchased for use in the performance of the Agreement shall be the property of County and shall remain on-site at termination of the Agreement.

17.6 County is responsible for the maintenance and repair of all medically necessary equipment and office equipment supplied and owned by County for use by Contractor. Should such equipment become non-serviceable due to routine use, County will be responsible for its replacement. Inventory includes:

17.6.1 Narcotic cabinet
17.6.2 Autoclave
17.6.3 Gurney/stretcher
17.6.4 Peripro film developer
17.6.5 Wall mounted ophthalmoscope and otoscope
17.6.6 Dental Chair
17.6.7 Fetal doppler
17.6.8 Dental vacuum pump
17.6.9 Thermo scan thermometer (2)
17.6.10 Dental vacuum/cup/tray/attach
17.6.11 Electric scale (2)
17.6.12 Canes (6)
17.6.13 Examination table
17.6.14 Crutches (6 pair)
17.6.15 Blood pressure cuff (8)
17.6.16 Nebulizer (2)
17.6.17 Medication cart (2) provided by pharmacy Contractor
17.6.18 Refrigerator (10 cubic foot)
17.6.19 Wheelchair (3)
17.6.20 Refrigerator, small (2) narcotic, labs
17.6.21 X-ray Unit
17.6.22 Pulse oximeter (6)
17.6.23 Locking dental equipment cart
17.6.24 Peak flow meter (15)
17.6.25 Dental compressor
17.6.26 Optical microscope, Kenovision
17.6.27 Centrifuge provided by hospital
17.6.28 EKG machine

17.7 Contractor shall furnish and pay for all medically necessary prosthetic devices and appliances.

18 BIO-WASTE

18.1 Contractor shall be responsible for the disposal of all general waste, including infectious or hazardous bio-waste. Jail storage is limited and waste needs to be removed on the basis of need, but at minimum every other week. All bio-waste

material must be removed from the Jail and disposed of as regulated by Federal, State, and local laws. All costs related to the removal and disposal shall be at the expense of Contractor.

18.2 Contractor agrees to provide documentation and training on a bi-annual basis on how to handle bio-waste to all Jail staff that may be involved in the removal of such waste within the housing areas of the inmates.

18.3 Contractor agrees to provide documentation and training on a bi-annual basis on how to handle bio-waste to all inmate workers that may be involved in the removal of such waste.

19 EMERGENCY RESPONSE REQUIREMENTS

19.1 Contractor shall review and revise, as needed, the policies and procedures for internal and external emergencies such as natural or manmade disasters, man down situations, or pandemic outbreak. These procedures will be flexible enough to allow for coping with a major emergency. The scope and size of the disaster will determine the extent that the emergency response plan is to be carried out, based on the type and location of the disaster. Contractor, with the direction of County's Contract Administrator, shall be prepared to respond immediately and in a professional manner to emergency situations that may arise. The emergency response plan shall be practiced at least annually. No less than one disaster drill will be conducted annually. A man-down drill is conducted annually that includes a drill for each shift.

19.2 Contractor shall provide a contingency plan to provide for services in the event of unexpected interruptions of the normal working conditions; i.e., power failure, fire, inclement weather, riot, lock-down, labor strikes or acts of God that would preclude normal operations.

19.3 Contractor shall, in times of emergency or threat thereof, whether accidental, natural, or man-made, provide medical assistance to Larimer County to the extent or degree required. If a life-threatening emergency is observed, Contractor's first responders shall activate Emergency Medical Services (EMS) immediately, initiate Cardiopulmonary resuscitation (CPR), apply Automated External Defibrillator (AED) and follow prompts, continue CPR support of inmate until relived by paramedics and, notify the security supervisor of the need to transport the inmate to the emergency department.

19.4 Contractor agrees to provide emergency medical treatment and first aid twenty-four (24) hours a day, seven (7) days a week to any Jail staff, visitor, employee, who becomes ill or injured and requires emergency care while on the premises.

19.5 Contractor agrees to provide emergency medical services twenty-four (24) hours a day, seven (7) days a week, for any inmate accepted into custody at the Jail. Contractor staff shall respond to all emergencies upon notification by reporting to the area of the emergency with necessary emergency equipment and supplies. Contractor's staff shall notify the on-call physician as soon as the situation allows. Contractor shall stabilize the inmate on-site if appropriate and then coordinate transfer of the inmate to an appropriate local emergency room for treatment.

Contractor's staff who provide emergency services to inmates, completes any necessary reports or documentation related to such services.

19.6 Contractor shall coordinate with local hospitals as appropriate in emergency situations and shall coordinate emergency transport and ambulance services as needed. Contractor shall establish a physician/mid-level provider "call back" schedule during off hours so that urgent, but non-emergent services can be provided on-site. Contractor's Medical Director shall conduct a retrospective review following an emergency room referral to ensure that action was appropriate and to identify any additional staff training needed. Contractor shall provide a copy of the retrospective review to County's Contract Administrator.

19.7 Contractor shall provide customized monthly reports to County's Contract Administrator of emergency room visits with data including, but not limited to, each inmate's name and identification number, the date of the emergency services, the inmate's disposition, and any emergency treatment received.

19.8 Contractor may be required to work at locations outside the jail during an emergency. This includes being a passenger in a vehicle with security staff while they are escorting an inmate to the hospital, emergency booking set up at alternative sites, and work at evacuation locations.

20 INMATE HEALTH SCREENING REQUIREMENTS

20.1 Contractor shall provide an EMT, or higher rated clinician, to complete medical clearance triage on all individuals brought to the Jail in accordance with the established rejection criteria mutually approved by Contractor and County's Contract Administrator per Contractor's policy.

20.2 Contractor staff completes the initial pre-booking medical screenings. Contractor's staff must respond immediately if Jail staff has concerns, twenty-four (24) hours per day, seven (7) days per week. Anyone arriving at the Jail for booking receives necessary medical attention prior to being accepted into custody, which shall include emergency medical care at a hospital or other off-site treatment facility if deemed medically necessary by Contractor. The receiving screening shall take place for all inmates as soon as possible after their arrival at the Jail. Initial health screenings for all new inmates to the Jail must be completed within two (2) hours of arrival and before the inmate enters the general population of the Jail. Screening includes, but is not limited to:

20.2.1 Inquiry into current illnesses, health problems, mental health problems and conditions.
20.2.2 Identify inmates who require emergency medical care which cannot be provided at the Jail; ensure the arrestee is referred immediately for care prior to medical clearance into the Jail.
20.2.3 Verification of current medication.
20.2.4 Verification of medically necessary special diets or special health requirements.
20.2.5 Identify and isolate inmates who appear potentially contagious.
20.2.6 Observations of behavior, including state of consciousness, mental status, appearance, conduct, tremors and sweating.

20.2.7 Notations of body deformities, trauma markings, ease of movement, bruises and jaundice.
20.2.8 Notations of skin conditions and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.
20.2.9 Candidacy for continuation or induction of Medication Assisted Treatment (MAT) for individuals with Substance Use Disorders (SUD).
20.2.10 Provision of information to inmates regarding the medical grievance process and the right to healthcare and health services during their admission.
20.2.11 Identification of inmates who are deaf or hard of hearing, who either request or otherwise need sign language interpreting services for effective communication and immediate notification to Jail staff.
20.2.12 Notification to Jail staff regarding any medical special diet requirements, special housing issues or medically necessary work restrictions.
20.2.13 Provide a mental health screening as part of the initial receiving screening process; inmates with critical mental health needs will be immediately placed in appropriate housing and referred to see a counselor.
20.2.14 Contractor will use over-the-counter products to delouse any inmate entering the Jail with scabies or lice, with the exception of inmates that are pregnant, have allergies, open sores, or who are on seizure medication.
20.2.15 Inquiry and documentation of inmate third party health insurance and/or documentation of information necessary to determine eligibility under the Affordable Care Act.
20.2.16 History of hospitalization and outpatient treatment.
20.2.17 Current psychotropic medication.
20.2.18 Suicidal ideation and history of suicidal behavior.
20.2.19 Drug usage.
20.2.20 Alcohol usage.
20.2.21 History of sex offenses.
20.2.22 History of sexual victimization/abusiveness.
20.2.23 History of expressively violent behavior.
20.2.24 History of victimization due to criminal violence.
20.2.25 Special education placement and history of cerebral trauma or seizures.
20.2.26 Orientation to person, place, and time.
20.2.27 Screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability).
20.2.28 Serious neurocognitive issues such as past traumatic brain injuries or dementia.
20.2.29 Emotional response to incarceration.

20.3 Should any inmate refuse any aspect of the screening process, Contractor will notify facility administration for recommendations for inmate placement until the screening is completed. Contractor's screening process will be inclusive of, but not limited to, the requirements of NCCHC, ACA, PREA, and HIPAA standards.

20.4 Based on all factors observed or tested, Contractor determines the need for and completes any emergency health treatment or additionally required health services. When clinically indicated, immediate referrals to appropriate health care services will be made, to include identifying and isolating potentially infectious inmates. Inmates must be medically cleared before they are sent to general population and all new admissions/screening charts are to be noted as appropriate for further follow-up or referral, reviewed, and signed.

20.5 Upon booking of an inmate with medical needs, Contractor contacts the appropriate pharmacy, or medical provider, with signed release of information in order to verify any current treatments for existing medical conditions. If verification of prescriptions is received, Contractor then contacts the provider on call in order to obtain an order for continuation of medications and documents the order appropriately. If verification of prescriptions cannot be obtained, Contractor will contact the provider for initiation of a plan of care appropriate to the inmate's presenting condition. If the inmate is in possession of prescription medications, or over-the-counter medications, these medications are secured in the inmate's property. Medications shall only be provided to the inmate as directed by the physician or designated medical authority.

20.6 Intake screening allows continuity of care, identifying those who pose a threat to their own or others' health or safety, identifying those inmates who are especially vulnerable in the correctional setting, and if necessary, referring for immediate medical intervention by the health care provider or Hospital Emergency Department. Contractor completes the screens before the inmate enters the general population and will demonstrate flexibility to assist in conducting these screens in a timely manner to reduce and/or avoid backlogs. The appropriate disposition, based upon the findings of the receiving screening, will be documented in the patient's medical record.

20.7 All female inmates are given a pregnancy test at intake. Contractor is financially responsible for the cost of the test kits.

21 COMPREHENSIVE HEALTH ASSESSMENT

21.1 Contractor's medical staff will complete a comprehensive health assessment of each inmate within fourteen (14) days of the inmate's booking intake, unless a prior screening had been completed at the facility within ninety (90) days, except as determined by a physician or mid-level provider. Health assessments will be conducted seven (7) days per week by appropriate healthcare staff. All assessments are conducted in accordance with NCCHC, ACA, and all applicable standards, and entered into the medical record.

21.2 Contractor will examine and provide medical clearance for all inmate workers, as requested by the Jail. The medical clearance process shall be completed after receiving the inmate worker application, and after the health assessment has been completed, which is within fourteen (14) days of admission, unless laboratory testing increases the time required to clear the inmate.

21.3 Contractor will complete the initial health assessment by entering the following information and observations on a form in the medical record approved by the health authority and facility, provided by Contractor, and kept in the medical record as follows:

21.4 OVERVIEW

21.4.1.1 Review of receiving screening results.

21.4.1.2 Collection of additional data to complete the healthcare, dental, and mental health histories.

21.4.1.3 Vital signs.

21.4.1.4 Written description of any current and past illnesses, health conditions, or special health requirements (i.e., dietary needs); chronic health conditions; past serious infectious diseases;

current communicable illness symptoms (e.g. chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats), past or current mental illness and/or behavioral health problems (including hospitalizations), history of or current suicidal ideation, dental problems, allergies, legal and illegal drug use (including type, amount, and time of last use), drug withdrawal symptoms, and for females history of gynecological problems and current or recent pregnancy.

21.4.1.5 Complete notation of observations concerning appearance (e.g., sweating, tremors, anxious, disheveled), behavior (e.g., disorderly, appropriate, insensible, under the influence of alcohol or drugs), state of consciousness (e.g., alert, responsive, lethargic), ease of movement (e.g., body deformities, gait), breathing (e.g., persistent cough, hyperventilation), skin (e.g., including lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks and other indications of drug abuse), and mental status.

21.4.1.6 Testing and recording of height, weight, pulse, blood pressure, temperature, and oxygen saturation.

21.4.1.7 Screening tests for venereal disease and HIV, and urinalysis testing if appropriate.

21.4.1.8 Comprehensively identify that inmate's health service needs and housing limitations. Inmates must be medically cleared/classified before they are sent to a housing area.

21.4.1.9 Any past history of serious infectious or communicable illness and history of past TB skin testing (and for those with documented past positive TST, a chest x-ray on the next clinic day), along with present symptoms of infectious diseases including suspected MRSA and tuberculosis. Screening tests for tuberculosis.

21.4.1.10 Past or present treatment or hospitalization for mental illness or suicide.

21.4.1.11 Current suicidal ideation.

21.4.1.12 Use of alcohol and other drugs and related history.

21.4.1.13 Medications taken and special health (dietary) requirements.

21.4.1.14 Referrals for HIV testing with consent and Western blot confirmation as appropriate.

21.4.1.15 Dental problems and oral screening.

21.4.1.16 Behavioral health and suicidal assessment.

21.4.1.17 History of sexual victimization/abusiveness.

21.4.2 For pregnant inmates, the health appraisal will also include:

21.4.2.1 Pregnancy test to confirm positive pregnancy if not previously completed during patient intake.

21.4.2.2 Routine prenatal education and care.

21.4.2.3 High risk prenatal education and care, if necessary.

21.4.2.4 Management of chemically addicted pregnant inmates.

21.4.2.5 Postpartum follow-up care.

21.4.3 The format will be approved by the Medical Director and facility administration and will be kept in the standard operating procedures for medical. A licensed physician, mid-level provider, or appropriately trained registered nurse will review the inmate's intake screening results and collect additional data to conduct and complete the inmate's health assessment/physical. A behavioral health evaluation will be performed by an appropriately trained staff member. These assessments include, but are not limited to:

21.4.3.1 Review of previous medical history and records including hospitalization.
21.4.3.2 Review and observation of symptoms.
21.4.3.3 Recording of height, weight, and vital signs, including pulse, blood pressure and temperature.
21.4.3.4 Physical examination. Females shall receive a pelvic exam and Pap smear as appropriate.
21.4.3.5 A review of the intake screening results, and the collection of additional data to complete the inmate's medical, dental, behavioral health history.
21.4.3.6 Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests (such as urinalysis) as determined by the responsible physician upon consultation with and approval by the local public health authority, State or Federal statutes.
21.4.3.7 A physical examination, including comments about mental status.
21.4.3.8 Other tests and examinations, as deemed appropriate.
21.4.3.9 A review of the findings of the inmate health assessment and tests, including identification by a physician of any problems.
21.4.3.10 Initiation of treatment and immunizations, when deemed appropriate.
21.4.3.11 Dental history, including but not limited to instructions in oral hygiene and oral health education.
21.4.3.12 History of hospitalization and outpatient treatment.
21.4.3.13 Current psychotropic medication.
21.4.3.14 Suicidal ideation and history of suicidal behavior.
21.4.3.15 Illicit drug usage.
21.4.3.16 Alcohol usage.
21.4.3.17 History of sex offenses.
21.4.3.18 History of expressively violent behavior.
21.4.3.19 History of victimization due to criminal violence.
21.4.3.20 Special education placement and history of cerebral trauma or seizures.
21.4.3.21 Serious neurocognitive issues such as past traumatic brain injuries or dementia.
21.4.3.22 Emotional response to incarceration.
21.4.3.23 Observation of the inmate's teeth and gums to identify any gross abnormalities requiring immediate referral to the dentist and instruction in oral hygiene and oral health education.

21.4.3.24 Hepatitis Testing (A, B, and C) offered if medically necessary. Inmates previously diagnosed with hepatitis C who are in a treatment protocol are continued on that regimen while others are monitored for liver function as ordered by the physician.

21.4.3.25 Immunizations shall be provided, such as seasonal influenza vaccine, and/or pneumococcal vaccine and others as recommended by the practitioner based on nationally recognized clinical guidelines based on age, risk and concurrent medical conditions.

21.4.3.26 Implanting of PPD (Tuberculin Skin Test) or other tuberculosis screening as required and completion of appropriate STD testing if not completed at intake.

21.4.3.27 For any female inmate, notation of the following information, and conduct a pelvic and breast examination, if deemed medically necessary:

21.4.3.27.1 Menstrual cycle.

21.4.3.27.2 Unusual bleeding.

21.4.3.27.3 Current use of a contraceptive medication.

21.4.3.27.4 Presence of an I.U.D.

21.4.3.27.5 Breast masses.

21.4.3.27.6 Nipple discharge.

21.4.3.27.7 Pregnancy testing, if not completed at intake.

21.4.3.28 Initiation of treatment when appropriate.

21.4.3.29 Development of a treatment plan, including recommendations concerning housing, job assignment and program participation.

21.4.3.30 Update of a Problem List for the medical record.

21.4.4 When appropriate, additional investigations are carried out as indicated, such as when the assessing staff member records the following observations:

21.4.4.1 Current use of alcohol and/or drugs, including types of substances abused, mode of use, amounts used, frequency of use, and date or time of last use.

21.4.4.2 Current or previous treatment for alcohol or drug use, and if so, when and where.

21.4.4.3 Current mental health medications or medications for an alcohol or drug use problem.

21.4.4.4 Current or past illnesses and health problems related to substance use.

21.4.5 Contractor shall provide all necessary follow-up for any health problem identified by the physical examination and/or any test. A physician or mid-level provider will review this follow-up for appropriate disposition and plan of care and inmates will be referred for treatment as a result of the physical examination to be seen the following day unless the provider making the referral orders them to be seen at the physician sick call on another day.

21.5 Inmates incarcerated for more than a year will be scheduled for an annual health examination and repeat tuberculosis screening. A complete history and physical assessment will be conducted for every inmate in the facility for over a year, which includes appropriate diagnostic or screening tests. Providers will review the

medical record, document and address any significant changes in the inmate's health status during the preceding year.

21.6 Health care providers, either the physician or mid-level practitioner, will complete preventive health screening tests on inmates according to age, sex and health needs, such as fasting serum lipids at least once every five years or Papanicolaou Test (Pap smear) for women of childbearing years.

22 MEDICATION ROUNDS

22.1 Routine medication rounds shall occur at least two (2) times per day in the housing areas and nursing sick call shall also occur at least two (2) times per day. Staffing must be sufficient to complete medication rounds every morning between 7:00am and 10:30am; and evening between 6:30 pm and 10:00pm.

22.1.1 Medication rounds and nursing sick call may be combined in such a manner to adhere to health insurance portability and accountability act (HIPAA) standards.

22.2 During medication rounds, contractor shall provide a Registered Nurse, or higher rated clinician, to triage health related requests by inmates. If an LPN is conducting medication rounds the triage is referred to a Registered Nurse for assessment at a later time.

23 RESPONSIBLE PHYSICIAN

23.1 Contractor shall identify the need, schedule, coordinate and pay for all qualified medical professional services rendered to inmates. Contractor shall provide a responsible physician to supervise all medical care provided, a qualified medical clinician who shall conduct sick call and generally provide such care as is available in the community.

23.1.1 The responsible physician or mid-level provider or another covering physician shall be on call seven (7) days per week, twenty-four (24) hours per day for emergency situations.

24 CHRONIC CARE

24.1 Contractor shall provide a chronic disease program to decrease the frequency and severity of symptoms, prevent disease progression and complications and improve function of the affected inmates. Chronic care inmates shall be provided a review by a qualified medical clinician every six (6) months at a minimum.

24.2 Contractor shall provide a program for meeting special needs inmates, to include, but not limited to, pregnancy, hypertension, diabetes and substance use disorder.

24.3 Contractor shall provide, upon pregnancy confirmation, a prenatal management program throughout the pregnancy that focuses on management of care.

24.4 All obstetrics and gynecological (OBGYN) services are provided off-site.

25 INFECTION CONTROL

25.1 Contractor shall provide an infection prevention and control program that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. The infection control program shall be reviewed with County's Contract Administrator annually.

25.2 Contractor shall closely monitor communicable diseases such as tuberculosis (TB), HIV, acquired immune deficiency syndrome (AIDS), hepatitis, and sexually transmitted diseases (STDs). Screenings for TB, STDs, HIV, and hepatitis will be conducted as clinically indicated. When communicable diseases are diagnosed, provider will take appropriate isolation precautions and will treat the individuals in accordance with protocols established by the local health department and the Center for Disease Control (CDC). Contractor shall utilize the negative pressure rooms in the Jail for inmates requiring isolation. Reports of communicable diseases will be sent to the State Health Department.

25.2.1 Health Care Providers shall comply with C.R.S. 25-4-408 concerning infection control, and any other mandate pursuant to Colorado or Federal law.

26 DISCHARGE PLANNING

26.1 Contractor shall provide ongoing medical care discharge planning services. The discharge planning includes prescription medication information, referral and any follow-up treatment.

26.2 Contractor shall integrate release planning into patient care model throughout the course of incarceration. From the first identification of a patient's need for continuing medical or behavioral health services until release, routine patient care will include:

26.2.1 Verification and coordination of care with key community providers.

26.2.2 Individual treatment planning consistent with community standards.

26.2.3 Patient education including diagnosis specific instructions and importance of continuing treatment delivered during the health assessment and during chronic care clinic visits.

26.2.4 Printed list of affordable health/behavioral health providers.

26.2.5 Health information exchange and documentation to support community-based providers.

26.2.6 Medication access by calling in a prescription to a pharmacy of the inmate's choice.

26.3 Contractor will coordinate pre-release planning with Jail staff to align planning and process related to release with security procedures.

26.3.1 Coordination of the release of certain highly vulnerable inmates (by diagnosis, current treatment, or special health care needs) to permit health care staff to intercept the patient prior to leaving.

26.3.2 Incorporation of medical staff encounters into routine inmate release procedures.

26.3.3 Documentation and release medication procedures.

26.3.4 Access to medications or at the back-up pharmacy for patients who need to leave before medications, or a prescription, may be provided.

26.3.5 Contractor will provide a discharge summary.

26.4 Contractor's Health Services Administrator and other key staff will establish and maintain relationships with community-based organizations and providers, and;

26.4.1 Solicit input from free clinics, community health centers, health department, and other providers.

26.4.2 Contractor is expected to work collaboratively with community providers of health care services with the goal of continuity of care. Providers include, but are not limited to, Front Range Clinic, Salud Family Health, Behavioral Health Group, Sunrise Community Health, North Range Behavioral Health, Colorado Treatment Services, UCH Fort Collins Family Medicine, and SummitStone.

26.4.3 Contractor will establish a liaison with key agencies whose staff visit the Jail to support their mission including the Health District and affiliated community health centers, but also supporting agency evaluators and screeners, treatment courts, health department, and others associated with eligibility or enrollment for post-release services.

27 TRANSPORTATION

27.1 County shall be responsible for the costs of any transportation provided by Larimer County and for the security for such off-site services, except as otherwise specified herein.

27.2 Contractor shall prepare inter-correctional transfer summaries to be sent with inmates being transferred to the Colorado Department of Corrections or any other law enforcement agency accepting custody of such inmates. Contractor shall ensure that inmates and health summaries are prepared for transfer within twenty-four (24) hours of receiving the list of inmates being transferred.

28 LABORATORY AND RADIOLOGY REQUIREMENTS

28.1 Contractor shall utilize on-site facility ancillary services to their fullest extent. Contractor shall arrange and bear the cost of all radiology services (also referred to as x-ray services) ordered by Contractor's physician for the inmates. Laboratory services include the provision of necessary laboratory supplies, timely pickup and

delivery of specimens, and accurate reporting within twenty-four (24) hours on most laboratory services. Documentation of radiology services shall be provided to County's Contract Administrator upon request. Contractor assumes the cost for onsite radiology and diagnostic services and County assumes responsibility for costs associated with offsite radiology and diagnostic services.

28.2 Laboratory services shall comply with all standards set forth by the American College of Pathology and all Colorado State requirements for medical pathology, specimen handling, testing and reporting. On-site laboratory services shall be performed in accordance with the Clinical Laboratories Inspection Act (CLIA) and shall comply with the Clinical Laboratories Improvement Amendments of 1988. All x-rays and radiology special studies shall be read by a board-certified radiologist, who shall provide a typed and/or automated report within twenty-four (24) hours. Contractor shall train all on-site staff on laboratory policies and provide a diagnostic procedure manual that includes reporting on STAT and critical values. Documentation of the training shall be provided to County's Contract Administrator annually.

28.3 Contractor shall arrange on-site radiology services whenever reasonably possible. Contractor shall work with its contract radiology provider to establish a routine schedule for on-site radiology services at the Jail, including mobile x-ray services, ultrasounds, sonograms, Doppler studies, mammograms, pulmonary function tests, Holter monitor studies and upper gastrointestinal (GI) x-rays. To the extent radiology services are required and cannot be rendered on-site, Contractor shall make appropriate off-site arrangements for rendering radiology care.

28.4 The radiologist shall call the medical provider if a report necessitates immediate intervention. Medical Director or physician/mid-level designee shall be notified of all abnormal radiology results. Medical Director or physician/mid-level designee shall review, initial, and date all x-ray reports within five (5) working days.

28.5 Medical Director or physician/mid-level designee shall meet with inmates to discuss radiology results and establish a plan of care as appropriate. Contractor shall document and store digital images and radiology reports in the inmate's medical record and any follow-up with the inmate shall be noted in the medical record.

28.6 Contractor shall provide bloodborne pathogen testing of inmates.

28.7 Contractor shall identify the need, schedule, coordinate and pay for all support diagnostic examinations. Contractor shall also provide and pay for all laboratory services, as medically indicated.

29 DENTAL HEALTH REQUIREMENTS

29.1 Contractor shall provide and bear the cost of a licensed dentist to provide dental services for the entire inmate population. Basic dental services include what is necessary to relieve pain, infection, and preserve salvageable teeth.

29.2 Contractor will ensure that dental services are provided to inmates and include dental screening, assessment, and hygiene within fourteen (14) days of admission.

Contractor's on-site dental program will be under the direction of a licensed dentist, and in compliance with ACA, NCCHC, and ADA standards.

29.3 Instruction in oral hygiene and preventive oral education will be given within thirty (30) days of the inmate's admission to the facility.

29.4 Qualified medical personnel complete the initial receiving screening for acute dental problems to ensure that inmates who require immediate dental care are identified. During the health assessment, properly trained health care personnel further evaluate the inmate. Urgent and acute dental needs are referred immediately for treatment.

29.5 Routine dental care is scheduled as appropriate. Dental care emergencies are assessed for the feasibility of treating on-site or for transport off-site for appropriate care.

29.6 Symptoms and conditions are recorded. If an emergency condition exists, the inmate is referred for immediate dental treatment.

29.7 Contractor's dental services program is conducted in compliance with written policies and procedures and includes the following services:

29.7.1 Examining and charting of decayed, filled, and/or missing teeth and recording of a complete dental history.
29.7.2 Fillings and extractions performed in a manner consistent with community standards of care and adhering to the American Dental Association's clinical guidelines.
29.7.3 Radiographs appropriately used in the development of the treatment plan.
29.7.4 Oral surgery as clinically indicated (on-site or off-site).
29.7.5 Dental procedures and appropriate medication for the treatment of pain.
29.7.6 Oral treatment provided according to a treatment plan based on a system of established priorities for care when, in the dentist's judgment, the patient's health would otherwise be adversely affected, such as: incision and drainage, temporary fillings, repair of lacerations, treatment of trauma cases and emergency care, and restorations or dentures when required.
29.7.7 Preventative measures are taken by providing oral hygiene instruction and dental health education to each inmate at the health appraisal. Educational measures address proper oral hygiene including brushing, flossing, and use of fluoride, etc.
29.7.8 Compliance with infection control practices as defined by the American Dental Association and the Center for Disease Control and Prevention including sterilizing instruments, disinfecting equipment, and proper disposal of hazardous waste.
29.7.9 Maintenance of permanent dental record in each inmate's medical record.
29.7.10 Routine preventive maintenance exams conducted annually.
29.7.11 Provision of all dental prosthetics and lab services.
29.7.12 Provision of maxillofacial surgery services, when indicated.
29.7.13 Instruction in oral hygiene and preventive oral education.

29.8 Contractor will make appropriate off-site referrals for inmates requiring dental care outside the capabilities of the Jail at its own expense and will coordinate with

Sheriff's Office security for those few inmates requiring complicated off-site dental treatment.

29.9 Contractor shall refer inmates to a dental specialist if needed.

29.10 Dental sick call services are provided so that there is no more than a fourteen (14) day waiting period to be seen.

29.11 An oral examination will be performed by a dentist within twelve (12) months of admission.

30 VISION CARE REQUIREMENTS

30.1 Contractor shall provide basic vision services to inmates, in addition to providing care for eye injuries or diseases.

30.2 Contractor shall provide any inmate with one (1) pair of medically necessary reading or prescription eyeglasses if prescribed and deemed necessary by a physician for minimal function by such inmate. Contractor shall provide such additional and/or replacement eyeglasses as necessary, however, the cost of any additional or replacement eyeglasses shall be borne by the inmate.

31 HEARING CARE REQUIREMENTS

31.1 Contractor shall be responsible for providing any necessary replacement batteries for inmates with hearing aid devices at Contractor's expense.

32 DIALYSIS/INTRAVENOUS MEDICATIONS

32.1 Dialysis is not currently provided on-site, nor are these services part of this agreement. All costs associated with dialysis are the responsibility of County.

32.2 Intravenous medications are rarely given on-site. Patients requiring intravenous medications are typically sent off-site.

33 PHARMACY REQUIREMENTS

33.1 Contractor shall provide full pharmacy services to the Jail. Contractor assumes responsibility for paying the costs, including all drugs (prescription medications and over-the-counter medications) prescribed by contractor's medical and dental providers. Pharmaceutical services include a qualified medical clinician prescribing the medication, filling of the prescription, dispensing of medication, and necessary record keeping. Contractor shall comply with all applicable State and federal regulations regarding prescribing, dispensing, administering, procuring and storing pharmaceuticals. Any medication and pharmacy supplies currently on-site remain the property of County at the conclusion or termination of the contract.

33.1.1 There is an annual aggregate cap on pharmacy services of $385,000 per agreement year. If pharmacy services are less than $385,000, Contractor will rebate 100% of the underage to County at the end of each agreement year term. If the pharmacy services are greater than $385,000, County will

reimburse Contractor for the overage. This price assumes that County will pay 100% of the costs of medication and products relating to hemophilia and hepatitis C. Contractor shall maintain and track pharmacy budgetary costs and formulary. The aggregate reconciliation shall occur no later than December 1 annually.

33.2 Contractor shall provide a systematic and well documented approach to medication administration that follows approved policies and procedures and includes, but is not limited to, the following key components:

33.2.1 Administration of medications by trained and licensed medical personnel.
33.2.2 Each prescription labeled in accordance with applicable regulations.
33.2.3 Guidelines for administering medications to those inmates scheduled to be temporarily out of the facility (e.g., court appearances).
33.2.4 Routine/non-urgent medication shall be administered within 24 hours of physician's order.
33.2.5 Urgent medication provided as required and ordered by physician, Contractor will assure medications are administered within the timeframe directed by the physician, subject to inmate refusal or a drug shortage.
33.2.6 Administration of medications or inmate refusal entered in individual inmate logs and inmate record.
33.2.7 Direct observation of inmates taking medications especially those subject to abuse.
33.2.8 Documentation of inmate education addressing potential medication side effects.
33.2.9 Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications.
33.2.10 On-site dispensing of over the counter (OTC) medications as well as prescribed medications.
33.2.11 All prescription medication will be controlled, dispensed, and documented by licensed medical personnel and follow State and Federal regulations.
33.2.12 All controlled substances, syringes, needles, dispensing instruments and surgical instruments will be stored under secured conditions and access to the secured area shall be controlled by and limited by Contractor.
33.2.13 Policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.
33.2.14 Issuance of psychotropic medications in liquid form whenever possible and crushing of any medications that are not timed release; or floating of any other psychotropic medications.
33.2.15 Documentation that meets regulatory, industry, and community standards.
33.2.16 Maintenance of a Medication Administration Record (MAR) to monitor inmate compliance; and medications not administered, recorded with the reason on the MAR and entered into the medical record.

33.3 Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written.

33.4 Pharmacy services shall be monitored by a licensed, qualified pharmacist. State and Federal inspection requirements, such as the quarterly inspections, must be facilitated and paid for by Contractor.

33.5 All pharmacy license fees, including but not limited to DEA, are paid for by Contractor.

33.6 Contractor shall use a formulary that allows generic medications to be substituted for brand name medications whenever possible.

33.7 Contractor shall adopt all available federally approved forms of medication assisted treatment (MAT) medications into the medication formulary specific for the Jail.

33.8 Contractor will provide the following reports: monthly drug usage, monthly psychotropic usage, monthly medication administrative reports, monthly number of prescriptions by category, monthly prescriber report which lists all prescriptions written by the prescriber, and a monthly itemized billing for each inmate.

33.9 Upon request, Contractor shall supply a written prescription for medications (by either giving to the inmate directly or faxing to a local pharmacy) so that the inmate may obtain needed medication in a timely manner.

33.10 Contractor supplies overdose rescue kits to inmates upon release as appropriate.

33.11 Contractor shall maintain stock medications which, if not readily available, could compromise an inmate's health status. Contractor shall have agreements in place with local pharmacies for emergency purchases of medications to avoid out of stock situations. Agreements shall be reviewed with County's Contract Administrator annually.

33.12 Contractor shall ensure that the Jail has emergency drug kits stocked. All stock medications will be maintained to a maximum supply of sixty (60) days.

33.13 Contractor shall notify County's Contract Administrator immediately or as soon as practicable should an inmate not receive their medication due to process failure (e.g., failure of pharmacy delivery, supply chain interruption, back-up pharmacy out of stock).

33.14 With few exceptions, medications brought by inmates to the jail are not administered; instead, stock medication is provided. When a medication is brought by an inmate and the medication is deemed medically necessary and is unavailable in stock, administration of such medication follows Contractor's policy.

33.15 Psychiatric medications are provided to inmates. Current prescriptions are confirmed and reviewed by Contractor before being given to the inmate. Any questions, requests or concerns inmates have about their medications are referred to or passed on to the prescribing source. Any concerns regarding medication issues are discussed with Contractor. If serious side effects are noted, this information is documented, and action is taken. Contractor makes every effort to provide education regarding tools to help inmates cope with their complaints or symptoms.

33.16 Contractor agrees to adopt the Over-the-Counter medication program for the jail. Inmates are provided the following instructions:

33.16.1 The Over-the-Counter (OTC) Program, formerly known as the Keep-on-Person (KOP) Program, allows you access to various Over-the-Counter (OTC) medications. Based on your current housing assignment, OTC may be kept in your cell. Otherwise, OTC is only dispensed during morning and evening medical rounds. All unused OTC medications must be given to a Deputy upon your release in accordance with DEA regulations. There must be no unfavorable interactions with other current OTC or prescription medications. If you are prescribed medication that is contraindicated to OTC in your possession, the OTC will be confiscated and returned at the discretion of Medical. Hoarding OTC is not allowed. You may not have more than one (1) card of the same OTC medication in your possession. You may not share, trade, or sell any OTC medications with other inmates. Current or past abuse of any prescribed or OTC medication may deem you ineligible for OTC. You are prohibited from participating in the OTC program if there are safety and security concerns. If you have lost OTC privileges and these medications are medically indicated, the clinician may approve OTC medications as prescription medication subject to the fee for prescriptions. If you have lost your OTC privileges, you will be ineligible to order OTC for a period of six (6) months. A fee will be added to your inmate account for each approved OTC medication. If you do not currently have money in your account, you will still receive the approved OTC medications; however, all past due medical fees, including OTC medications, will be subtracted from your account as soon as you receive money in your account. You may not order an additional card of the same OTC medication within five (5) days of the previous order. You may not order more than three (3) cards of the same OTC medication in any calendar month. If more OTC is needed, you must submit a request for either approval or, if indicated, a clinic visit. All OTC medications must remain in the original bubble pack unless you are taking the medications immediately. You may not remove your name from the bubble pack or alter the bubble pack. You must follow the outlined instructions for taking the OTC medications printed on the bubble pack. You may not remove the instructions from the bubble pack.

33.16.2 OTC medications available are ibuprofen, acetaminophen, and multivitamins.

33.16.3 Contractor initiates and/or modifies detoxification treatment only on order of the physician. Contractor collaborates with community providers whenever necessary to achieve multidisciplinary treatment.

33.16.4 Medical screeners at intake complete a special screening when drug abuse or intoxication is identified.

33.16.5 Contractor shall provide intermittent monitoring of the inmates showing signs of intoxication or withdrawal to determine the health status of those individuals. In severe cases, monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every hour, and medically appropriate detoxification treatment.

33.16.6 Contractor shall provide an electronic prescription submission system compatible with State law.

34 INTOXICATION, WITHDRAWAL AND MEDICATION ASSISTED TREATMENT

34.1 Contractor shall have a protocol to provide intoxication and withdrawal treatment, support and medical services for drug and/or alcohol addicted inmates.

34.2 Contractor shall enhance delivery of medical services related to the standard of care for individuals with Substance Use Disorder (SUD) to include all available forms of medication assisted treatment (MAT). Inmate participation in the MAT program is voluntary.

34.3 Contractor shall evaluate all persons entering the facility for the presence of alcohol and/or drug intoxication. Those requiring medical attention will be promptly managed to safely treat the effects of drug or alcohol.

34.4 Those with substance use disorders may be provided with Medication Assisted Treatment (MAT) such as, methadone, buprenorphine, naltrexone, in accordance with clinical guidelines and FDA guidelines. Inmates are treated under the following general guidelines:

34.4.1 A health care provider sees the patient as soon as possible to initiate an approved individualized treatment plan.
34.4.2 Contractor shall consult with designated community providers for continuation of maintenance programs as needed.
34.4.3 Contractor shall observe inmates who are withdrawing or being detoxified and promptly treat the inmate according to physician's orders.
34.4.4 Contractor's mental health professionals follow up when the risk of suicide may be increased.
34.4.5 Contractor emphasizes early recognition of withdrawal syndromes, urgency and immediate attention, intervention, close monitoring, medications, and documentation.
34.4.6 Contractor initiates and/or modifies detoxification treatment only on order of the physician. Contractor collaborates with community providers whenever necessary to achieve multidisciplinary treatment.
34.4.7 Medical screeners at intake complete a special screening when drug abuse or intoxication is identified.

34.5 Contractor shall provide intermittent monitoring of the inmates showing signs of intoxication or withdrawal to determine the health status of those individuals. In severe cases, monitoring shall include, at a minimum, documented vital signs and determination of the level of consciousness every hour, and medically appropriate detoxification treatment.

34.6 Individuals who have been refused at a detox center may be held in the jail. Only emergent care is provided to these individuals.

35 SECURITY REQUIREMENTS

35.1 All controlled substances, syringes, needles and surgical instruments and any other sharps; e.g., scissors, staple removers, shall be stored under security conditions acceptable to County's Contract Administrator. Security conditions are reviewed by County's Contract Administrator at least annually.

35.2 Inmate labor is not utilized to provide any healthcare services, including recordkeeping.

35.3 Contractor staff shall never bring in their own instruments if they are sharp, edged, or bladed, such as scissors and knives.

36 TRAINING/SERVICES TO JAIL STAFF

36.1 Contractor shall provide training of comprehensive health issues for Jail staff as well as continuing training updates on current and pertinent Jail health issues. Training must comply with the NCCHC standards. Contractor shall provide four (4) hours of annual training to all deputies relative to medical issues and especially with respect to interacting with persons with mental impairments as well as physical impairments. The training shall reinforce areas of improvement with respect to interaction with individuals with mental impairments and other disabilities in creating proper interaction with such persons. The specific areas of concentration should be centered on ADA covered disabilities, inmate screening, medication management, infectious disease control and mental and behavioral health issues.

36.2 Contractor provides management of the Hepatitis B vaccination program for all designated Jail employees. Contractor offers all Jail new hires the three (3) series Hepatitis B vaccinations. Larimer County will bear the costs of the vaccine.

36.3 Contractor provides an annual TB screen for all designated Jail employees. There are approximately two hundred fifty (250) employees that require annual TB testing. Contractor will bear the costs of the TB tests.

36.4 Contractor is never required to provide drug screening or physicals to Jail staff.

37 MENTAL HEALTH OVERVIEW

37.1 The scope of work related to the inmate's mental and behavioral health needs will be intake, acute care and general counseling.

37.2 Mental health services will include, but are not limited to, those provided by qualified Contractor's mental health professionals who meet the educational and license certifications criteria specified by their respective professional disciplines. Mental health counselors must be licensed or pursuing licensure. Mental health interns are encouraged but unpaid interns are not counted as part of staffing levels.

37.3 Contractor shall not engage in telepsychiatry services without written permission of County.

37.4 Contractor shall coordinate with County in order to aid compliance with Colorado Revised Statute § 17-26-301, et al. concerning regulations for restrictive housing in local jails, elements include, but are not limited to, the following:

37.4.1 17-23-303 (1) (a) Determination of diagnosis of mental illness.

37.4.2 17-23-303 (1) (b) Licensed mental health professional or psychiatrist evaluation.

37.4.3 17-23-303 (1) (c) Determination of significant auditory or visual impairment, postpartum care, traumatic brain injury, intellectual and developmental disability.

37.4.4 17-23-303 (2) (a) (I) (A) Coordination of mental health crisis facility refusals.

37.4.5 17-23-303 (2) (a) (III) (b) Documentation of all facts and circumstances including observations and findings of all medical and mental health professionals.

37.4.6 17-23-303 (2) (a) (III) (c) Notification in writing when an individual is placed in restrictive housing within twelve hours of placement. At least twice per hour a medical or mental health professional shall check on an individual placed in restrictive housing face-to-face or through a window.

37.4.7 17-26-304 (1) Health screening of each individual upon arrival at the facility as part of admission procedures no later than 24 hours after arrival.

38 SUICIDE PREVENTION

38.1 Contractor shall coordinate a comprehensive suicide and self-injury prevention program in accordance with the Jail's policies and in collaboration with County. All areas, that routinely house inmates that are identified as a suicide risk, will be inspected by County and Contractor within ten (10) days from the start of this Contract to attempt to identify potential suicide risks, which will include inspection of the length of telephone cords, television coaxial cords, and points in a cell or housing area that can be used to tie a ligature. County agrees to replace or mitigate any items or areas that County and Contractor agree poses a heightened risk of suicide within 60 days of the inspection.

38.2 Suicide prevention includes therapeutic contact and monitoring of inmates on emotional instability watches. Assessment results are bought to the attention of Jail staff for continuous monitoring.

38.3 Effective management of suicidal inmates depends on communication between the Jail's staff and Contractor staff. Because inmates can become suicidal at any point during confinement, Jail and Contractor staff must be trained to maintain awareness, share information, and make appropriate referrals. Various high-risk periods are associated with potentially suicidal behavior, including whether the inmate has an upcoming date for a court hearing and following a telephone call or scheduled visit.

39 SUICIDE PRECAUTION TRAINING

39.1 Contractor mental health professionals shall provide eight (8) hours of initial mental health and suicide prevention and crisis intervention training for new Jail and Contractor staff. Training sessions shall be scheduled four (4) times per year.

39.2 Contractor mental health professionals shall provide two (2) hours of refresher mental health and suicide prevention training for all current Jail and Contractor staff. Training sessions shall be scheduled six (6) times per year.

39.3 Annually, Contractor appoints the responsible Health Authority (RHA) or designee, licensed behavioral health practitioner (LBHP), and County appoints County Contract Administrator or designee to review the suicide prevention program to ensure the provision of adequate suicide prevention and intervention. If there are identified practices in the suicide prevention program that may pose a risk to inmate-patient or staff safety, issues are resolved collaboratively.

39.4 The program includes specific procedures for handling intake, screening, identifying and supervising of a suicidal inmate. In addition, the program actively involves Jail and Contractor staff and includes an inmate critical incident debriefing that covers the management of suicidal incidents, suicide watches and death of an inmate or staff member.

39.4.1 Contractor agrees that a critical incident debriefing is conducted with all team members involved, as soon as possible after the occurrence, which is typically within 3-7 days. The critical incident debriefing covers the management of incidents and death of the inmate-patient. The critical incident debriefing is completed by facility administration, security, qualified health care professionals (QHCP), and licensed behavioral health practitioners (LBHP), but may also be completed by outside consultants. Additional behavioral health services are offered and made available to health team members through the Employee Assistance Program (EAP). Internal and external behavioral health services are made available for anyone within the facility who has been affected by the incident.

39.5 The program ensures a review of critical incidents by administration, security and health services.

39.6 Training specifically includes, but is not limited to:

39.6.1 Identifying the warning signs and symptoms of impending suicidal behavior.
39.6.2 Understanding the demographic and cultural parameters of suicidal behavior, including incidence and variations in precipitating factors.
39.6.3 Responding to suicidal and depressed inmates.
39.6.4 Communicating between Jail and Contractor personnel.
39.6.5 Using referral procedures.
39.6.6 Housing observation and suicide-watch level procedures.
39.6.7 Follow-up monitoring of inmates who make a suicide attempt.

39.7 The eight (8) hour initial training includes, at a minimum, the following topics: administrator and staff attitudes about suicide and how negative attitudes impede suicide-prevention efforts, ways in which correctional facility environments are conducive to suicidal behavior, potential predisposing factors to suicide, high-risk

suicide periods, warning signs and symptoms, how to identify suicidal inmates even if they deny they are at risk, components of the Jail's suicide-prevention policy, and liability issues associated with inmate suicide. Training includes a general discussion of any recent suicides and/or suicide attempts in the Jail.

39.8 The two (2) hour refresher training shall review the topics discussed during the initial training and describe any changes to the Jail's suicide-prevention plan. Training includes a general discussion of any recent suicides and/or suicide attempts in the Jail.

39.9 Mock drills shall be incorporated into both the initial and refresher training for all Jail and Contractor staff.

40 MENTAL HEALTH APPRAISALS

40.1 All inmates receive a Mental Health Appraisal by a qualified mental health professional within fourteen (14) days of admission to the Jail. However, if there is documented evidence of a Mental Health Appraisal within the previous thirty (30) days, an abbreviated Mental Health Appraisal is completed. Inmates with severe mental illness or who are severely developmentally disabled receive a Mental Health Evaluation.

41 CLASSIFICATION OF INMATES

41.1 Contractor makes recommendations regarding inmate classification. Recommendations are made considering the inmate's watch level, housing, programs, keep separates, and special needs. Additional consideration is made based on the nature of the inmate's charges.

41.2 A Contractor's mental health professional will be present for Classification Board to provide the board with input on currently held inmates from a mental health perspective.

42 MENTAL HEALTH ON-CALL COVERAGE

42.1 The Suicide Prevention and Intervention policy requires that inmates on a fifteen (15) minute emotional instability (EI) watches be evaluated by Contractor prior to release to determine if they pose an imminent danger to themselves or others or are gravely disabled due to mental illness. If an inmate placed on a fifteen (15) minute EI watch by security or medical upon arrival is ready for release, Contractor's mental health professional is contacted. Contractor consults with other disciplines in the Jail and conducts a face-to-face interview prior to authorizing the release of the inmate.

42.2 On-call coverage is provided by Contractor for after-hours mental health release screening including weekends and holidays. While on-call, the professional is available to be on-site to screen inmates on fifteen (15) minute EI watches prior to release to comply with the requirement of an inmate's release within a four (4) hour window following court notification.

42.2.1 Contractor compensates Contractor's Mental Health Professional at $200 per call.

42.3 The Mental Health Professional scheduled on the evening shift will review the status of all persons on a fifteen (15) minute EI watches prior to the Mental Health Professional leaving the facility to determine if those inmates may be pending release that night between the hours of 10pm and 6am. The Mental Health Professional then determines if the inmate's fifteen (15) minute watch may be discontinued to facilitate the inmates pending release.

43 MENTAL HEALTH PROGRAMS

43.1 Mental health programs include, but are not limited to:

43.1.1 Screening for mental health problems on intake as approved by Contractor's mental health professional.
43.1.2 Referral to outpatient services for the detection, diagnosis and treatment of mental illness.
43.1.3 Crisis intervention and the management of acute psychiatric episodes.
43.1.4 Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
43.1.5 Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the Jail.
43.1.6 Obtaining and documenting informed consent.

44 CRISIS INTERVENTION

44.1 Contractor responds to inmates having emotional reactions to problems, life events or mental health related problems that are significantly impairing the inmate's ability to cope appropriately in the Jail and that without intervention may result in a behavior management crisis or risk of harm to self or others in accordance with policy.

44.2 Contractor is aware of the criteria for "duty to warn" and consults the supervisor when they believe the criteria exists. This criterion includes, but is not limited to, the inmate making realistic threats of harm to a specific inmate with a reasonable belief that the threat poses a serious danger to the other party. A release of information is not necessary in cases in which the counselor feels that the threat to the other person is legitimate.

44.3 When standard issued clothing presents a security or medical risk, the inmate is supplied with a security garment that promotes inmate safety and, to the extent possible prevents humiliation and degradation.

45 RELEASE PLANNING AND REFERRAL

45.1 To help inmates develop a release plan, Contractor refers them to outside agencies for support and aid. Unite Us is an example of a tool used for release planning. Contractor contacts outside agencies, gathers program information, and sets up appointments. Programs include, but are not limited to, the following:

45.1.1 Connections/Prescription Assistance is a twice monthly program that conducts initial intake interviews for their services at the Jail. Inmates are specifically referred to this program if they are currently a client at SummitStone Health Partners, on medication while incarcerated at the Jail, and need to continue that medication upon release. They must reside in Larimer County and commit to following through with services. In order to share information with Connections/Prescriptions Assistance, the inmate must sign a Release of Information form. If an inmate is likely to be released prior to the liaison's next visit and appears to be an appropriate referral to SummitStone Health Partners, Contractor places a call to the liaison to inform them of the referral. In addition, the inmate is given information on the Prescription Assistance Program through UC Health Services.

46 JAIL BASED BEHAVIORAL SERVICES

46.1 The Larimer County Sheriff's Office Jail utilizes SummitStone Health Partners to deliver Jail Based Behavioral Health Services (JBBS) to inmates. The JBBS program provides dual diagnosed inmates group therapy. This program is funded by a grant managed by the Colorado Office of Behavioral Health Department of Human Services. Contractor is expected to work collaboratively with providers of the JBBS program. The provision of these services is not part of this Agreement.

47 STABILITY

47.1 To facilitate effective communication, Contractor shall notify County's Contract Administrator of all executive turnover including layoffs within seven (7) business days of occurrence and provide the contact details of any successor to which County will correspond.

48 CONTRACTOR EMPLOYEE BENEFITS

48.1 Contractor agrees to provide Contractor's full time employees benefits.

48.2 Contractor agrees to provide Contractor's employees a 75% contribution toward health plans.

48.3 Contractor agrees to provide full benefits to any current incumbent's employees at the Larimer County Jail on day one of employment with Contractor.

48.4 Contractor agrees to provide paid time off which includes vacation time, sick time, and floating holiday on the first day of employment.

48.5 Contractor shall comply with Colorado Employment Law which includes, but is not limited to, Colorado Healthy Families and Workplaces Act (C.R.S. 8-13.3-401 et seq.).

48.5.1 Contractor must provide one hour of sick leave for every 30 hours worked, up to 48 hours per year, paid at the same hourly rate and with the same benefits.

48.5.2 Contractor agrees during a public health emergency, to provide each Contractor's employee enough supplemental leave to assure the employee can take leave in the following amounts: for employees normally working 40 or more hours in a week, 80 hours of total leave; and for employees normally working under 40 hours in a week, the greater of the number of hours the employee is scheduled for work or paid leave in the fourteen-day period after the leave request or actually worked in the fourteen-day period prior to the declaration of the public health emergency or the leave request.

LARIMER COUNTY, COLORADO
(P22-01 Inmate Medical Services)

"EXHIBIT B"

2025-2026

Price Schedule and Payment Terms

Total Annual Base Compensation	2026: $4,866,300.41 2027: $9,732,600.82	**Current Pharmacy Aggregate Cap**	2026: $192,500 2027: $385,000
	Monthly Billed Amount for Base Compensation + Pharmacy Aggregate Cap	**$843,133.40 $811,050.07** - with Monthly Passthrough Pharmacy Costs	
MAT Estimated Grant Funds	10/1/26-9/3027:$99,500 7/1/26-6/30/27: $150,000		
Monthly Billed Amount for MAT until Grant funds Expended	Actual amount incurred each month		

Invoices shall be submitted via email.

Submit to:
johnsoja@co.larimer.co.us
sheriff-fiscal@co.larimer.co.us

1. The above stated Total Annual Base Compensation includes any and all costs and expenses associated with performing the Work, except for MAT and Pharmacy, which are addressed in §3 and 4 of this Exhibit B. No other costs or expenses shall apply. The stated Base Compensation applies regardless of what the Average Daily Population (ADP) is throughout the Term. There shall be no adjustments to the cost of services due to ADP fluctuations, whether up or down, during the Term

2. For Annual Base Compensation and Pharmacy (see §4), Contractor shall invoice County monthly at the amount set forth above. Upon request by the County, Contractor shall provide a detailed breakdown of all costs actually incurred during the requested period. The invoice shall detail actual time worked in the same format as it was estimated in the approved staffing plan. The monthly billing shall be provided to County's Contract Administrator by the fifth (5th) of each month.

3. Initially County will pay for MAT with grant funding, which is estimated to total $249,500. The grant funding for this service may vary up or down throughout the term. While grant funding is being used, Contractor will invoice County for MAT services monthly in arrears for the actual amount incurred during the applicable month. Contractor shall split these monthly MAT billings into two separate invoices: one invoice for MAT medications from BHG and one invoice for MAT LAI from Henry Shein. Each invoice shall include a detailed breakdown of all charges. The monthly invoices for MAT shall be provided to County's Contract Administrator by the tenth (10th) of each month.

County will notify Contractor once MAT grant funds have been exhausted, and at that point monthly MAT invoicing will cease, and instead the pharmacy aggregate cap will be utilized to continue providing this service for the remainder of the term.

4. For the term of July 1, 2026, through and including December 31, 2026, there shall be a 6-month aggregate cap on pharmacy services of $192.500.00 per the 6-month term. If pharmacy services are less than $192,500.00 Contractor will refund 100% of the underage to the County within 45 days of the end of the Agreement Term. All pharmacy, including MAT will be considered a pass-through cost for the entire term of this Agreement and will be invoiced separately by the fifteenth (15th) of each month. If the pharmacy services are greater than $192,500.00 the County will reimburse Contractor for the overage within 30 days of invoice receipt. Contractor shall maintain and track pharmacy budgetary costs and formulary. Following the conclusion of the 2026 6-month pervious term, for next annual term of January 1, 2027, through and including December 31, 2027, there shall be an annual aggregate cap on pharmacy services of $385,000.00. If pharmacy services are less than $385,00.00 Contractor will refund 100% of the underage to the County within 45 days of the end of the Agreement Term. All pharmacy, including MAT will be considered a pass-through cost for the entire term of this Agreement and will be invoiced separately by the fifteenth (15th) of each month. If the pharmacy services are greater than $385,000.00 the County will reimburse Contractor for the overage within 30 days of invoice receipt. Contractor shall maintain and track pharmacy budgetary costs and formulary.

5. For the term of July 1, 2026, through and including December 31, 20206 the Total Annual Base Compensation includes a $90,000.00 allocation for costs, including travel expenses, associated with Staffing Agency/Flex-Travel Nurse/Critical Staffing. In no event shall the total cost of Staffing Agency/Flex-Travel Nurse/Critical Staffing exceed $90,000.00 without prior written approval by County. Contractor will refund 100% of any underage to the County within 45 days of the end of each contract term. In the event of an approved overage, the County will reimburse Contractor for the overage within 30 days of invoice receipt. In the event of an overage which was not approved in writing by County, Contractor shall bear the full amount of the overage. For the term of January 1, 2027, through and including December 31, 2027, the Total Annual Base Compensation includes a $180,000.00 allocation for costs, including travel expenses, associated with Staffing Agency/Flex-Travel Nurse/Critical Staffing. In no event shall the total cost of Staffing Agency/Flex-Travel Nurse/Critical Staffing exceed $1800,000.00 without prior written approval by County. Contractor will refund 100% of any underage to the County within 45 days of the end of each contract term. In the event of an approved overage, the County will reimburse Contractor for the overage within 30 days of invoice receipt. In the event of an overage which was not approved in writing by County, Contractor shall bear the full amount of the overage.

EXHIBIT C

Insurance Requirements

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County c/o Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521 or InsuranceCert@larimer.org. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

I. Workers' Compensation and Employers' Liability

A.	State of Colorado:	Statutory
B.	Applicable Federal:	Statutory
C.	Employer's Liability:	$100,000 Each Accident $500,000 Disease-Policy Limit $100,000 Disease-Each Employee

D. Waiver of Subrogation

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

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Liability Assumed under an Insured Contract; Independent Contractors. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

A.	General Aggregate Limit	$2,000,000
B.	Products & Completed Operations Aggregate Limit	$2,000,000
C.	Personal & Advertising Injury Limit	$1,000,000
D.	Bodily Injury & Property Damage Each Occurrence Limit	$1,000,000

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is provided on Claims Made forms, the insurance shall continue for a period of not less than 3 years following termination of the agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of the Agreement.

III. Professional Liability/Medical Malpractice $1,000,000

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. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the County.

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than A, or may be a Lloyds of London based group of syndicates.

VII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County c/o Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521 or InsuranceCert@larimer.org. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

VIII. **Subcontractors:** If subcontractors are used by 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 VI.

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

EXHIBIT D

Additional Contract Provisions Due to use of Federal Funds

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. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 if applicable is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph (B)(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 classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall 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.

A. The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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. 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

C. 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 shall 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.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall 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.

iii. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv. 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, 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.

2. Withholding. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, 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.

3. Payrolls and basic records.
    i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

    ii.

        A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal funding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the

Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal funding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    a. That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;
    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 of work performed, as specified in the applicable wage determination incorporated into the contract.

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department

of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees.
    i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer

be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 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 paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or 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, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section.
5. 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 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 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, 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. 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 and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

1. If subcontracts are to be let, Contractor must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

O. **Access to Records.**

1. The Contractor agrees to provide the County, State of Colorado, the applicable federal funding agency, Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Contactor which are directly pertinent to project funded in whole or in part by federal funds for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Administrator of the federal funding agency or his/her authorized representative access to construction or other work sites pertaining to the work being completed under this Agreement.

P. **Retention of Records.**
Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the County, State of Colorado, the Administrator of the federal funding agency, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

Q. **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.

R. **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.

S. **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.

T. **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.

U. **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).

LARIMER COUNTY, COLORADO
(P22-01 Inmate Medical Services)

"EXHIBIT E"

2026-2027

STAFFING MATRIX

Larimer County Jail 2026 – 2027 Staffing Matrix 550 ADP									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
DAY SHIFT									
RN/HSA		8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN/DON		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Infectious Disease/CQI RN		8.00	8.00	8.00	8.00			32.00	0.80
RN (Dedicated to Booking/Intake)	12.00	12.00	12.00	12.00	24.00	24.00	24.00	120.00	3.00
RN	42.00	44.00	44.00	44.00	44.00	56.00		274.00	6.85
LPN	24.00	24.00	24.00	24.00	12.00	0.00	72.00	180.00	4.50
EMT	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
Medical Assistant		32.00	32.00	32.00	32.00	32.00		160.00	4.00
Medical Records Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Behavioral Health Director		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Qualified Behavioral Health Professional	28.00	28.00	28.00	44.00	48.00	36.00	28.00	240.00	6.00
Case Manager		16.00	16.00	16.00	16.00	16.00		80.00	2.00
EVENING/NIGHT SHIFT									
Qualified Behavioral Health Professional	4.00	4.00	4.00	4.00	8.00	8.00	8.00	40.00	1.00
NIGHT SHIFT									
RN (Dedicated to Booking/Intake)	12.00	12.00	12.00	12.00	24.00	24.00	24.00	120.00	3.00
RN	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
LPN	8.00	8.00	8.00	34.00	18.00	18.00	54.00	148.00	3.70
EMT	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
MEDICAL HEALTH PROVIDERS									
Medical Director			6.00	6.00	2.00			14.00	0.35
PA/ARNP		16.00	16.00	16.00	16.00	16.00		80.00	2.00
MAT Provider PA/NP			8.00	8.00	8.00	8.00		32.00	0.80
Psych ARNP		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Dentist				5.00				5.00	0.13
Total								1,977.00	49.43

Agreements

Item Name: Document Title: "In-Reach" Nursing Home Services Contract
Submitted by: Heather O'Hayre
Department: Human Services
Description: The Department of Justice (DOJ) investigated Health, Care, Policy and Financing (HCPF) within the last 2 years and found that residents are inappropriately stuck in nursing homes due to a lack of resources or knowledge on how to transition back to the community. As a result, HCPF must now provide transition information through case management as part of the AAA structure for all nursing homes statewide. We have been funded to do this now for almost two years. A staff member from our Aging and Disability Resource Center team meets once with the resident to provide information on available resources. Weld and Boulder AAAs declined this service, so HCPF approached us last year to see if we would be interested in expanding our region. As a result, we are receiving an additional $161k to expand our service area.
Term: Effective Date - June 30, 2027
Named Parties: Department of Health Care Policy and Financing (HCPF) and Larimer County Human Services
Total Dollar Amount: $161,812.00

Attachments:

1.	E-SIGNATURE_REQUIRED_In-Reach_LCA_site_Contract	E-SIGNATURE_REQUIRED_In-Reach_LCA_site_Contract.pdf

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State of Colorado Contract

Cover Page

State Agency
Department of Health Care Policy and Financing

Contractor
Larimer County Human Services

Contract Number
26-205238

Contract Performance Beginning Date
The Effective Date

Initial Contract Expiration Date
June 30, 2027

Contract Maximum Amount
Initial Term
State Fiscal Year Initial Term 2027: $161,812.00

Extension Terms
State Fiscal Year 1 2027: $0.00
State Fiscal Year 2 2028: $0.00
State Fiscal Year 3 2029: $0.00
State Fiscal Year 4 2030: $0.00

Total for All State Fiscal Years: **$161,812.00**

Contract Authority
Authority to enter into this Contract exists in C.R.S. § 25.5-1-101, *et. seq.*

Contract Purpose
This Contract is entered into for the Contractor to provide group and individual In-Reach counseling at nursing facilities statewide, offering information on community living options in both group and one-on-one settings. The Contractor was awarded this Contract as a result of Solicitation # RFP UHAA 2026000005.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – HIPAA Business Associate Agreement
2. Exhibit B – Statement of Work
3. Exhibit C – Rates
4. Exhibit D – Terminology
5. Exhibit E – Contractor's Administrative Requirements
6. Exhibit F – Sample Option Letter
7. Exhibit G – Federal Provisions
8. Exhibit H – PII Certification
9. Exhibit I - Medicaid Nursing Facility List

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

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1. Exhibit A, HIPAA BAA
2. Exhibit G, Federal Provisions
3. Colorado Special Provisions in §17 of the main body of this Contract.
4. The provisions of the other sections of the main body of this Contract.
5. Exhibit B, Statement of Work
6. Exhibit D, Terminology
7. Exhibit E, Contractor's Administrative Requirements
8. Exhibit C, Rates
9. Exhibit H, PII Certification.
10. Exhibit F, Sample Option Letter
11. Exhibit I, Medicaid Nursing Facility List

Principal Representatives

For the State:

Chanelle Pugh,
In-Reach Unit Supervisor
303 E. 17th Street
Denver, CO 80203
Chanelle.Pugh@state.co.us

For Contractor:

Heather O'Hayre
Human Services Director Larimer County
Office on Aging, Larimer County Human Services
1501 Blue Spruce
Fort Collins, CO 80524
ohayreh@larimer.org

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Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Contractor

Larimer County Human Services

Board of County Commissioners Larimer County, Colorado

Signed by:
Heather O'Hayre
AC3259D82D5F4B5...

By: Heather O'Hayre, Director of Human Services

Date: 07/09/2026 | 06:35 MDT

_____
Deputy Clerk

Date: _____

Approved as to Form

Signed by:
David Ayraud
56B7A2411076415...

By: Larimer County Attorney

Date: 07/07/2026 | 15:33 MDT

Larimer County, Colorado

_____

By: Chair, Larimer County Commissioners

Date: _____

Attestation by:

Docusign Envelope ID: 75B064E1-4E80-890E-83CB-E089C5F7D0A7

STATE OF COLORADO

Jared S. Polis, Governor

Department of Health Care Policy and Financing

Name: _____

Title: _____

Date: _____

LEGAL REVIEW

Philip J. Weiser, Attorney General

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing

Name: _____

Title: _____

Effective Date: _____

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

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Contract Provisions

1. Parties

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

2. Term and Effective Date

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective

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Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

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iii. Payments

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

3. Definitions

The following terms shall be construed and interpreted as follows:

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

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

C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.

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D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

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

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

H. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

J. **"End of Term Extension"** means the time period defined in **§2.D**.

K. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

L. **"Extension Term"** means the time period defined in **§2.C**.

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M. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. **"Initial Term"** means the time period defined in §2.B.

P. **"Party"** means the State or Contractor, and "Parties" means both the State and Contractor.

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

R. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to

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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.

T. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

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

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

W. **"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.

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X. **"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.

Y. **"Subcontractor"** means any third party engaged by Contractor to aid in performance of the Work.

Z. **"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.

AA. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.

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

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. Statement of Work

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

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

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exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. Payments to Contractor

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S.,

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until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the

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State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. Reporting - Notification

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the

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United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. Contractor Records

A. Maintenance

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

B. Inspection

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

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C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. Confidential Information-State Records

A. Confidentiality

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

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Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

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D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission

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encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit H on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit H shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflicts of Interest

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

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C. Disclosure to the State

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

D. Acknowledgement

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

10. Insurance

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

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iv. $50,000 any one 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 civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all lost income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

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G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

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

K. Public Entities

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

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liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section. Contractor shall provide all certificates electronically to the Department's designated insurance certificate submission site, unless the Department has specifically directed otherwise.

11. Breach of Contract

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

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terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

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b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

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b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

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

13. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental

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management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract, or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this

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section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

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

ii. Patents

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

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iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by

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Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

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E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or

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use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 16.A,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

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and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not

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extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

iv. Accessibility Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

U. Accessibility

i. Contractor 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.

ii. The State may require that the Contractor'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 Contractor to review the selection of the third party. Contractor shall be responsible for all costs associated with the third-party vendor's assessment. If Contractor is not in compliance as determined by the third-

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party vendor, at the State's request and at the State's direction, Contractor shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

V. Additional Provisions

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

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

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

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

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

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

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

C. Governmental Immunity.

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

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D. Independent Contractor.

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage

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to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

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

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

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

J. Vendor Offset and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation

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Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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Exhibit A, HIPAA Business Associate Agreement

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

1. Purpose

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

2. Definitions

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

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

A. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

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B. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

C. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

3. Obligations and Activities of Business Associate

A. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

b. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this

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Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

B. Minimum Necessary.

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

C. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

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

D. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

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E. Access to System.

If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

F. Access to PHI.

Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

G. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

H. Accounting Rights.

Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

I. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

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a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

J. Governmental Access to Records.

Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

K. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business

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Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

L. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

M. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured

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Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

O. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

a. loss of PHI data;

b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

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iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

P. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

Q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

R. Retention of PHI.

Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section3.H above, for a period of six years.

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4. Obligations of Covered Entity

A. Safeguards During Transmission.

Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

B. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

A. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

B. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business

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Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

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

7. Limitation of Liability

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

8. Disclaimer

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

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9. Certification

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

10. Amendment

A. Amendment to Comply with Law.

The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

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iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

B. Amendment of Appendix.

The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

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

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12. Interpretation and Order of Precedence

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

13. Survival

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

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Appendix to HIPAA Business Associate Agreement

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. Purpose

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

2. Additional Terms

A. Additional Permitted Uses.

In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

B. Additional Permitted Disclosures.

In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

i. Reserved.

C. Approved Subcontractors.

Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

D. Definition of Receipt of PHI.

Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

i. Reserved.

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E. Additional Restrictions on Business Associate.

Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

i. Reserved.

F. Additional Terms.

Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

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Exhibit B, Statement of Work

1. PROJECT SPECIFIC STATEMENT OF WORK

1.1. LCA Coverage Area

1.1.1. The Contractor shall manage all Referrals locally from nursing homes in the following counties: Weld and Boulder (Region 2B & 3B: Weld & Boulder Counties)

1.2. Individual In-Reach Plan Requirements

1.2.1. The Contractor shall create and implement an In-Reach Plan that includes but is not limited to the following:

1.2.1.1. Outline of the Contractor's efforts to conduct Individual In-Reach with every Medicaid member residing in a Skilled Nursing Facility within one year of the signed contract and then in 6-month intervals after the initial Individual In-Reach if the members choose to receive it again.

1.2.1.2. How the Contractor plans to complete Individual In-Reach logistically, to reach institutionalized members, how the Contractor plans on assigning coordinators, outline of how the agency will complete and submit deliverables, and intended communication plan for working with SNF staff to schedule with Members.

1.2.1.3. Detailed outline to list the training schedule for all In-Reach Counselors at the Contracted agency. The list should include scheduled training topics, frequency of each training, and how the Team Lead will verify that trainings have been completed.

1.2.1.4. All performance standards, timelines, and milestones the Contractor shall meet related to regional Individual In-Reach to remain on schedule should be documented.

1.2.1.5. If the Contractor foresees any conflict of interest for any staff during the Contracting period, the Contractor shall submit a plan to mitigate these conflicts to the Department Representative for review and approval prior to the staff member starting work.

1.3. Transition Coordination & Regional Collaboration

1.3.1. The Contractor may utilize an already established meeting, to convene and facilitate conversations about transition coordination with partners or create a separate transition coordination council/committee.

1.3.2. Target Membership of the Transition Coordination shall include, but is not limited to, representatives from the following perspectives:

1.3.2.1. ADRC/AAA Site.

1.3.2.2. Community Providers.

1.3.2.3. Case Management Agencies (CMA)

1.3.2.4. Centers for Independent Living (CIL)

1.3.2.5. Local Government.

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1.3.2.6. Local Housing Authorities.

1.3.2.7. Nursing Facilities.

1.3.2.8. Ombudsmen.

1.3.2.9. Regional Accountable Entities (RAE)

1.3.2.10. Transition Coordination Agencies (TCA)

1.3.2.11. Veterans Community Living Centers (VCLC)

1.3.2.12. Discussion topics will be determined by the Contractor and can be related to community transitions process, In-Reach process, Medicaid benefits, community resources and/or deficits, or anything else related to the Contractor efforts to support the elderly and/or people with disabilities.

1.3.3. The Contractor shall deliver the Regional Coordination Meeting Agenda and Minutes to the Department.

1.3.3.1. DELIVERABLE: Regional Transition Coordination Meeting

1.3.3.2. DUE: Quarterly by June 15th, September 15th, December 15th, and March 15th.

1.4. Regional Resource Document

1.4.1. The Contractor shall develop and submit a Regional Resource Document to the Department for review.

1.4.1.1. The Regional Resource document shall include the following information from the Contractor's Region:

1.4.1.2. Non-Medicaid funded services.

1.4.1.3. Housing, food, and caregiver support including respite.

1.4.1.4. Diagnosis-specific resources, as relevant.

1.4.1.5. Transportation, Legal Services, and Financial Resources.

1.4.1.6. The Contractor shall deliver the Regional Resource Document to the Department for review and approval.

1.4.1.6.1. DELIVERABLE: Regional Resource Document

1.4.1.6.2. DUE: Annually, September 15th

1.4.1.7. The Contractor shall update the Regional Resource documents to reflect and ensure the quality of resource availability.

1.4.1.8. The Contractor shall update the Regional Resource document quarterly and deliver it to the Department for review and approval.

1.4.1.8.1. DELIVERABLE: Updated Regional Resource Document

1.4.1.8.2. DUE: Quarterly, by December 15th, March 15th, and June 15th.

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1.4.1.9. The Contractor shall distribute the Regional Resource Document as advised by the Department.

1.4.1.10. The Target Audience for the Regional Resource Document shall include, but is not limited to:

1.4.1.10.1. Potential Members.

1.4.1.10.2. Members.

1.4.1.10.3. Guardian, Power of Attorney, Families, Natural Supports.

1.4.1.10.4. Nursing Facility Staff.

1.4.1.10.5. General members of the public.

1.5. Group In-Reach Responsibilities

1.5.1. The goal of Group In-Reach is to actively support institutionalized population Members in making an Educated Choice about transitioning to the Community.

1.5.2. The Contractor shall increase Educated Choice about transitioning to the Community while adhering to all Nursing Facility rules and regulations when meeting with a Member.

1.5.3. The Contractor shall conduct at least one Group In-Reach session at each Medicaid-certified nursing facility in the region per each 6-month period of the Contract (or document attempted scheduling if not feasible) and ensure compliance with all of the following:

1.5.3.1. Use Department-approved materials and document attendance.

1.5.3.2. Ensure attendees include, as appropriate: Medicaid Members, Medicare Members, PACE participants, privately paying residents, legal guardians, POAs, and natural supports. Provide Group In-Reach only to individuals age 18 and over.

1.5.3.3. Schedule and facilitate Group In-Reach meetings in each Medicaid-certified nursing facility listed in Attachment A, SNF List.

1.5.4. The Contractor shall develop and submit a Group In-Reach Plan to the Department for review and approval.

1.5.4.1. The Group In-Reach Plan shall include the following:

1.5.4.2. Scheduling strategy to visit each Medicaid-certified facility twice per fiscal year.

1.5.4.3. Topics to be covered during group sessions.

1.5.4.4. Training plan for In-Reach Counselors.

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1.5.4.5. Facility engagement including how to verify that residents and natural supports were notified.

1.5.4.6. Escalation process, including how to notify the Department of interference.

1.5.4.7. Detail your process of assigning In-Reach Counselors to each Medicaid nursing facility in your regions.

1.5.4.8. Detail how your agency will mitigate possible conflicts of interest if applicable.

1.5.4.8.1. Documented consent that contractor has read the Group In-Reach portion of the contract and understands the requirements.

1.5.4.9. The Contractor shall deliver the Group In-Reach Plan to the Department for review and approval.

1.5.4.9.1. DELIVERABLE: Group In-Reach Plan

1.5.4.9.2. DUE: Annually, by September 15th of each year.

1.5.5. The Contractor shall engage in the Nursing Facility institutionalized population Member and any natural support in a group setting of one or more individuals, and provide the Members with:

1.5.5.1. Information about housing navigation, transition services, Targeted Case Management – Transition Coordination (TCM-TC), Home & Community-Based Services (HCBS) or State Plan benefits, as an alternative to Nursing Facility-based services.

1.5.5.2. Responses to any questions or concerns raised by the Member or the Member's Natural Support.

1.5.5.3. Referral process to Transition Coordination Agencies, or other agencies, as identified by the State to help members meet their needs in the Community.

1.5.5.4. Approximate transition coordination timelines.

1.5.5.5. General role of CMA, RAE, TCA, and LCA in regard to community transitions.

1.5.6. The Contractor shall create a Group In-Reach Presentation using training materials provided by the Department.

1.5.7. The Contractor shall deliver the Group In-Reach Presentation to the Department for review and approval prior to use.

1.5.7.1. DELIVERABLE: Group In-Reach Presentation

1.5.7.2. DUE: Annually, by September 1st

1.5.8. The Contractor shall schedule and facilitate Group In-Reach to residents of a skilled Nursing Facility and their natural supports as directed by the Department.

1.5.9. The Contractor shall provide Group In-Reach to Nursing Facility residents who are willing to participate and have expressed interest in moving to or gaining more knowledge about moving home and Community-Based settings.

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1.5.10. Children under the age of 18 are excluded from Group In-Reach.

1.5.11. The Contractor shall provide Group In-Reach in all Medicaid-certified nursing facilities within the Contractor's designated region.

1.5.11.1. Medicaid Members may or may not be residing at the Nursing Facility at the time Group In-Reach is provided.

1.5.12. The Contractor shall work with the Nursing Facility to disseminate an invitation to the Nursing Facility residents and their natural supports.

1.5.13. The Contractor shall coordinate the Group In-Reach meeting with the Nursing Facility via email, phone, in-person meeting, or other means of communication.

1.5.14. The Contractor shall conduct outreach in all Nursing Facilities listed in Exhibit I, Medicaid Nursing Facility List.

1.5.15. If the Nursing Facility interferes with scheduling, the Contractor shall submit an escalation report to the Department within 30 days. The report shall include the following information:

1.5.15.1. List attempts to schedule Group In-Reach meetings, including the date of the call and the name and title of the person you attempted to contact.

1.5.15.2. Calls to Nursing Facility Social Worker or Social Service Director.

1.5.15.2.1. After the Contractor has made a minimum of two calls.

1.5.15.3. Calls to Nursing Facility Administration.

1.5.15.3.1. After the Contractor has made a minimum of two calls.

1.5.15.4. Emails to Nursing Facility Social Worker/Administrator or Social Service Director.

1.5.15.4.1. After the Contractor has made a minimum of two emails.

1.5.16. The Contractor shall explain and describe the programs available to the Members and/or their natural supports.

1.5.16.1. PERFORMANCE STANDARD: Contractor shall make a referral if the member is requesting, to Individual In-Reach within four Business Days of completing a Group In-Reach meeting by using the prescribed referral process presented by the Department, even if the same agency, or the same In-Reach Counselor completing Group In-Reach, shall also complete Individual In-Reach.

1.5.17. The Contractor shall make a referral to the Transition Coordination Agency if Member states they are interested in a Community transition.

1.5.17.1. The Contractor shall obtain a signed Authorization for Release of Information Form from the Member before sending any information to the Member's chosen TCA or any other agency.

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1.5.18. The Contractor shall not assess any Member for feasibility of transition or cognition ability.

1.5.19. The Contractor shall explain all transition supports and services provided in the State, regardless of availability in the current region. The Contractor should explain that no transition is guaranteed and that the member is not required to use Medicaid services.

1.5.20. The Contractor shall provide an overview of the transition coordination process with approximate timelines.

1.5.21. The Contractor shall inform that they may relocate to a region within Colorado where the services are available if interested.

1.5.22. The Contractor shall assign a Group In-Reach Counselor for each Nursing Facility in their contracted region. All Group In-Reach Counselors shall be assigned within four weeks of the Effective Date.

1.5.22.1. The Group In-Reach Counselor can facilitate Group In-Reach in one or more Nursing Facilities.

1.5.22.2. The Contractor should work to avoid any staffing conflicts of interest.

1.5.22.2.1. If Contractor foresees any conflict of interest for any staff during the contracting period, Contractor shall create a plan to mitigate these conflicts and submit it to the Department Representative for review and approval prior to the staff member starting work.

1.5.23. The Contractor shall document via email to the Contract Manager any Nursing Facility interference within 30 days of the attempted scheduling of a Group In-Reach meeting.

1.5.23.1. The Contractor shall deliver the Group In-Reach Report to the Department in the format requested by the Department. The report will also include verification from the SNF staff on how both residents and natural supports were invited to the meeting.

1.5.23.1.1. DELIVERABLE: Group In-Reach Report

1.5.23.1.2. DUE: Monthly, by the 15th of each month following the month for which the report covers

1.6. Individual In-Reach

1.6.1. The Goal of Individual In-Reach is to actively connect with institutionalized population Members in a person-centered manner to answer any individualized questions they may have about transitioning into the Community so that they can make an Educated Choice on where they would like to live and receive services.

1.6.2. Individual and Group In-Reach can be conducted on the same day.

1.6.2.1. Members who receive Group In-Reach are not required to complete an Individual In-Reach session and should be referred to any service or support

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deemed necessary for their transition, including but not limited to Transition Coordination.

1.6.3. The Contractor shall conduct Individual In-Reach with Members residing in a Skilled Nursing Facility.

1.6.3.1. The Contractor shall obtain permission from the member's Guardian or Conservator prior to engaging in Individual In-Reach, if applicable.

1.6.3.2. The member can request any of the following parties to attend their Individual In-Reach, and it is not limited to:

1.6.3.2.1. Member’s Power of Attorney

1.6.3.2.2. Member’s Guardian or Conservator

1.6.3.2.3. Natural Supports of Member

1.6.4. Contractor shall give each member who receives Individual In-Reach the option to opt back in to receive it again in 6 months. Members will receive Individual In-Reach every subsequent six months unless the member opts out.

1.6.4.1. If a member opts out once, the Contractor shall inform the Member that they can decide to attend Group In-Reach in the future, request Individual In-Reach in the future, complete a JotForm referral, or talk to SNF staff at any time about transitions.

1.6.4.2. If a Member states that they would like to opt out, the Contractor shall notate that decision in the system of the Department’s designation.

1.6.4.3. Contractor shall enter referrals- verbal, written, or electronic- into the Department’s designated system (e.g., JotForm).

1.6.4.4. PERFORMANCE STANDARD: Contractor has 2 business days to accept referrals and shall complete Individual In-Reach for any new referrals for NF or PACE Medicaid members that are received. In-Reach should occur within 10 business days of the referral being received.

1.6.5. Individual In-Reach should be completed in person unless:

1.6.5.1. the member prefers virtual,

1.6.5.2. severe weather conditions are present,

1.6.5.3. illness outbreak in the facility or with Contractor,

1.6.5.4. Guardian/Conservator requests for it to be virtual,

1.6.5.5. if the Member has already received Individual In-Reach within the past six months.

1.6.6. The Contractor shall develop and submit an Individual In-Reach Plan to the Department to review and approve.

1.6.6.1. The Individual In-Reach Plan shall include all the following:

1.6.6.1.1. Assignment of In-Reach Counselors for purposes of complete Individual In-Reach at every Medicaid skilled nursing facility within your region.

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1.6.6.1.2. Outline efforts of future coordination with SNF staff to schedule Individual-In-Reach with members.

1.6.6.1.3. Procedures to obtain Guardian/Conservator permission prior to In-Reach and obtain medical capacity provider statements if applicable.

1.6.6.1.4. Training schedule for In-Reach Counselors, including specific processes on how the contractor will ensure that everyone providing In-Reach has completed the required training outlined in the LCA Training Document.

1.6.6.1.5. Procedures for deliverable tracking, invoice submission, and staff conflict-of-interest mitigation plans.

1.6.6.1.6. Documentation of performance standards, timelines, and milestones.

1.6.6.1.7. Documented consent that the contractor has read the Individual In-Reach portion of the contract and understands the requirements.

1.6.6.1.7.1. DELIVERABLE: Individual In-Reach Plan

1.6.6.1.7.2. DUE: Annually by May 15th

1.6.7. The Contractor shall engage the Nursing Facility institutionalized population Medicaid Members in a private setting of the member's choosing within the SNF to provide the following services:

1.6.7.1. Home and Community-Based Services (HCBS)

1.6.7.2. Housing Navigation process and CAT referrals if applicable,

1.6.7.3. Program of All-Inclusive Care if available in your region,

1.6.7.4. Long-Term Services and Support benefits that could support the member in their specific needs,

1.6.7.5. Transition Services and Targeted Case Management – Transition Coordination (TCM-TC), and reiteration that no transition is ever guaranteed.

1.6.7.6. Available local resources that could support the member.

1.6.7.7. Timeline of transition process and referrals to support agencies.

1.6.7.8. PERFORMANCE STANDARD: Contractor shall send all referrals that are a result of Individual In-Reach within four business days.

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1.6.8. The Contractor shall provide Individual In-Reach to all Nursing Facilities Medicaid Members who opt-in to receive the education.

1.6.8.1. Members who have confirmation of incapacitation or significant cognitive decline by a doctorate-level medical provider are not required to receive In-Reach.

1.6.8.2. The Contractor, at a minimum, will document in the system of the Department designation the member's name, date of meeting, and the Community Living Options that were discussed, and the member's level of interest in community transition.

1.6.8.3. Contractor shall give each Member the option to opt out, and Contractor shall document each opt-out in the System of the Department Designation within four business days of the Contractor being notified of the opt-out.

1.6.8.3.1. If the Nursing Facility declares that a member has a Power of Attorney, Guardian, or Conservator, the Contractor shall request a copy of the document.

1.6.8.3.2. The Contractor shall complete a monthly log, as provided by the Department, that documents each member who has a Power of Attorney, Guardian, or Conservator. The log should also document if the Member has been deemed incapacitated by an appropriate medical provider.

1.6.8.3.3. Log should document if the CCM has the correct information if applicable.

1.6.8.3.4. The Contractor shall deliver the Guardianship/POA Verification Log to the Department for review and approval.

1.6.8.3.4.1. DELIVERABLE: Guardianship/POA Verification

1.6.8.3.4.2. DUE: Monthly, by the 15th of each month following the month for which the report covers.

1.6.9. The Contractor can coordinate with Nursing Facility staff via email, phone, in person meeting or other professional means of communication.

1.6.10. If the Nursing Facility interferes with scheduling or follow-up, the Contractor shall follow the escalation process in the Group In-Reach section of the contract.

1.6.11. The Contractor shall meet with every Skilled Nursing Facility within their region to complete In-Reach Education which would include:

1.6.11.1. Overview of the community transition process including referral process to LCAs, Individual In-Reach Overview, and Group In-Reach Overview,

1.6.11.2. Process for verifying legal guardians or conservators,

1.6.11.3. Process of receiving confirmation of Incapacitation or significant cognitive decline from a doctorate-level medical provider,

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1.6.11.4. Process of notifying LCAs of members who may have triggers around community transition topics,

1.6.11.5. Escalation process to submit questions, concerns, or request a change in TCA.

1.6.11.6. Answer questions regarding community transitions or In-Reach by SNF staff.

1.6.12. The Contractor shall submit a signed copy of the meeting agenda that includes the date of the education along with the signatures of all present parties.

1.6.12.1. DELIVERABLE: Skilled Nursing Facility Education

1.6.12.2. DUE: the 15th of the month following the month that each one was completed.

2. DEPARTMENT SUPPORT AND RESPONSIBILITIES

2.1. The Department will inform all Nursing Facilities and Transition Coordinators in the coverage area who will serve as the LCA in their region.

2.2. The Department will make available online MDS Section Q training for In-Reach Counselors, Nursing Facility Staff, and Transition Coordinators.

2.3. The Department will provide ongoing technical assistance regarding outreach activities and the Referral and transition processes to the LCA Sites, sub-contracted ILCs, TCAs, SNFs, and CMAs through Transition Coordination meetings and technical assistance calls.

2.4. The Department will make available relevant CoSHIE data to the Contractor to support LCA planning and activities in response to MDS Section Q Referrals, JotForm, and PASRR.

2.5. The Department will support the Contractor in navigating Nursing Facility interference.

3. COMPENSATION AND INVOICING

3.1. Compensation

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

3.2. Rural or Urban Designation

3.2.1. The Department shall determine if Contractor is a Rural or an Urban agency. The Contractor shall receive an additional payment for Rural Travel Add-On for Rural Counties for the following activities only: Group In-Reach and Individual In-Reach

3.3. Monthly Payment

3.3.1. The Contractor shall submit deliverables in a timely manner and will be paid based on the approval of those deliverables on a monthly basis.

3.4. Detailed Invoicing and Payment Procedures

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3.4.1. The Contractor shall invoice the Department on a monthly basis, by the 15th of the month following the month that the deliverable was completed.

3.4.2. Monthly invoices for payment shall use the standardized template provided by the Department.

3.4.3. The Department shall remit payment to Contractor within 45 days of the Department's acceptance of the monthly reports. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or Deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.

3.4.4. If the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within 30 days of receipt of the payment or notification of the determination of the incentive payment, as appropriate. The Department will review the information presented by Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.

3.5. Closeout Payments

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

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Exhibit C, Rates

Region 2B – Weld County

DELIVERABLES	DATE DUE TO THE DEPARTMENT	MAXIMUM AMOUNT
Group In-Reach	Monthly, through deliverable submission by the 15th	$3,000.00 per Group In-Reach visit, not to exceed $30,000.00 total
Regional Resource Document	Annually, through deliverable submission by September 15th	$1,500.00
Updated Regional Resource Document	Deliverable submission Due by Dec 15th	$500.00
Updated Regional Resource Document	Deliverable submission Due by March 15th	$500.00
Updated Regional Resource Document	Deliverable submission Due by June 15th	$500.00
Individual In-Reach Plan	Deliverable submission Annually, by May 15th	$8,000.00
Skilled Nursing Facility Education	Deliverable and invoice submission by the 15th of each month following the month in which the education was provided	$2,000.00 per SNF; not to exceed $10,000.00 total
Regional Transition Coordination Meeting	Quarterly, through deliverable submission by June 15th, September 15th, December 15th, and March 15th.	$250.00 per quarter; not to exceed $1,000.00 total

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Guardianship/POA Verification	Monthly, through deliverable submission by the 15th	$416.66 per month, not to exceed $5,000.00 total
Individual In-Reach	Monthly, through deliverable submission by the 15th	$77.37 per Individual In-Reach assessment completed; not to exceed $12,608.00 total
***Total**		**Not to exceed $69,608.00 per year**

Region 3B - Boulder County

DELIVERABLES	**DATE DUE TO THE DEPARTMENT**	**MAXIMUM AMOUNT**
Group In-Reach Report	Monthly, through deliverable submission by the 15th	$3,000.00 per Group In-Reach visit, not to exceed $48,000.00 total
Regional Resource Document	Annually, through deliverable submission by September 15th	$1,500.00
Updated Regional Resource Document	Deliverable submission Due by Dec 15th	$500.00
Updated Regional Resource Document	Deliverable submission Due by March 15th	$500.00

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Updated Regional Resource Document	Deliverable submission Due by June 15th	$500.00
Individual In-Reach Plan	Deliverable submission Annually, by Due by May 15th	$8,000.00
Skilled Nursing Facility Education	Deliverable and invoice submission by the 15th of each month following the month in which the education was provided	$2,000.00 per SNF; not to exceed $16,000.00 total
Regional Transition Coordination Meeting	Quarterly, through deliverable submission by June 15th, September 15th, December 15th, and March 15th.	$250.00 per quarter; not to exceed $1,000.00 total
Guardianship/POA Verification	Monthly, through deliverable submission by the 15th each month following the month for which the report covers.	$416.66 per month, not to exceed $5,000.00 total
Individual In-Reach	Monthly, through deliverable submission by the 15th of each month following the month for which the report covers.	$77.37 per Individual In-Reach assessment completed; not to exceed $11,204.00 total
***Total**		**Not to exceed $92,204.00 per year**

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Exhibit D, Terminology

1. Terminology

1.1. In addition to the terms defined in **§3** of this Contract, the following list of terms shall be construed and interpreted as follows:

1.1.1. Aging and Disability Resources for Colorado (ADRC) – The Colorado Adult Resources for Care and Help Program which provides a coordinated and streamlined access point to long term services and support for adults aged 60 and over, or age 18 and over living with a disability, and their caregivers.

1.1.2. Authorization for Release of Information Form – A form signed by an individual authorizing the ADRC to release and/or obtain verbal, electronic or written information regarding the individual with the service providers and agencies for the purpose of making Referrals for services and coordination in support of a transition to the community.

1.1.3. Business Interruption – Any event that disrupts Contractor's ability to complete the Work for a period, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

1.1.4. Case Management Agency (CMAs) – A public or private not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for Home and Community-Based Services waivers and pursuant to a provider participation agreement with the state department.

1.1.5. Case Managers (CMs) – An individual employed by a CMA who is qualified to perform case management activities.

1.1.6. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final Deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

1.1.7. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

1.1.8. Community- any long-term care setting that is not classified as institutional in which people live, work, recreate, and receive services. A target population Member's community residence is often, but is not always, the most appropriate, integrated setting that the Member does not oppose. This may include a residence owned or rented by the Member or the Member's natural support(s). Other appropriate, integrated settings in the community may include Provider owned and operated residential programs.

1.1.9. Community-Based Long-Term Services and Supports (or "Community-Based LTSS") - Individualized, Person-Centered, flexible, and culturally and linguistically competent services, delivered in integrated settings; to help target population

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Members live in the community. These services may include Home and community-Based Services, long term home health, private duty nursing, and the program of all-inclusive care for the elderly.

1.1.10. Community-Based Services – Services that include: Community-Based LTSS, Housing Services.

1.1.11. Case management- described in this Agreement, including transition coordination services.

1.1.12. Community Transition - When an institutionalized population Member transitions from a Nursing Facility and into a less restrictive living environment.

1.1.13. Contractor – The individual or entity selected to complete the Work contained in the Contract.

1.1.14. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.

1.1.15. Deliverable – Any tangible or intangible object produced by Contractor because of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.

1.1.16. Department – The Colorado Department of Health Care Policy and Financing.

1.1.17. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.

1.1.18. Educated Choice – Member's choice of service setting, based on full and accurate information about community-based alternatives to nursing facility care, including non-disability-specific concerns or objectives to community living raised by members or by any natural support.

1.1.19. Group In-Reach - Actively seeking to engage an institutionalized population Member, and providing the institutionalized population Member with: (1) full and accurate information about Housing Services and other Community-Based Services, as an alternative to Nursing Facility-based services; (2) responses to any questions or concerns raised by the Member or the Member's natural support; and (3) referrals to appropriate agencies as identified by the State, that help Members meet their needs in the community.

1.1.20. Health First Colorado – Colorado's Medicaid Program.

1.1.21. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.

1.1.22. Home and Community-Based Services ("HCBS") Waiver Services - Services and supports provided through a waiver authorized in Section 1915(c) or 1915(k) of the Social Security Act, 42 U.S.C. § 1396n(c), and provided to a Member who requires an institutional level of care that would otherwise be provided in a hospital, Nursing Facility, or intermediate care facility for Members with intellectual disabilities.

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1.1.23. Independent Living Center (ILC) – A consumer-controlled, Community-Based, cross-disability, non-residential private nonprofit agency that is designed and operated within a local Community by individuals with disabilities to provide an array of independent living services to disabled individuals.

1.1.24. Individual In-Reach – Direct meeting with institutional population Members and their natural support and/or guardian at their place of residence. The LCA will provide: (1) full and person-centered information about Medicaid and non-Medicaid services as an alternative to nursing facility living; (2) provide printed materials regarding community living options; (3) responses to any questions or concerns raised by the Member or the Member's natural support; and (4) referrals to appropriate agencies that help Members meet their needs in the community.

1.1.25. In-Reach Counselor - A person not affiliated with, employed, or enriched by any Nursing Facility, who conducts Group and/or Individual In-Reach.

1.1.26. Key Personnel – The position or positions that are specifically designated as such in this Contract.

1.1.27. Local Contact Agencies (LCAs) – An organization that the Department has a contract with to engage in In-Reach will be designated as a Local Contact Agency (LCA) by the Colorado Department of Health Care Policy and Financing (HCPF) under the Minimum Data Set (MDS) 3.0, Section Q protocol.

1.1.28. Member – Any individual enrolled in Health First Colorado or Colorado's Child Health Plan Plus (CHP+) as determined by the Department.

1.1.29. Minimum Data Set (MDS) 3.0 - A federally mandated clinical assessment of all Members in Medicaid certified Nursing Facilities.

1.1.30. Natural Support- Non-paid informal relationships that provide assistance and occur in the participant's everyday life including, but not limited to, community supports and relationships with family members, friends, co-workers, neighbors and acquaintances.

1.1.31. Nursing Facility – An intermediate or skilled care facility, the owners, administrators, and staff thereof. Also known as a nursing home.

1.1.32. Nursing Facility Staff – The staff members of a Nursing Facility in which a Member resides.

1.1.33. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.

1.1.34. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

1.1.35. Person-Centered – Focus on the individual with the principles that are set forth in the planning process described in 42 C.F.R. § 441.301(c)(1).

1.1.36. Pre-Admission Screening and Resident Review (PASRR) Level II – The purpose of the PASRR Level II evaluation is to evaluate and determine whether Nursing Facility services are needed, whether an individual has mental illness or intellectual or developmental disability and whether specialized mental health or intellectual or developmental disability services are needed. After admission to a Nursing Facility,

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Level II Evaluation is also required promptly following any significant change in the resident's condition.

1.1.37. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

1.1.38. Referral – The request of a Member for Individual In-Reach

1.1.39. Regional Accountable Entity - A single regional entity responsible for duties previously performed by Regional Care Collaborative Organizations and Behavioral Health Organizations (BHO).

1.1.40. Rural – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.

1.1.41. Section Q – The Section which addresses Community Referrals on the Minimum Data Set (MDS) 3.0, a federally mandated clinical assessment of all Members in Medicaid certified Nursing Facilities.

1.1.42. State – The State of Colorado, acting by and through any State agency.

1.1.43. State Fiscal Quarter – The quarterly period of a State Fiscal Year in which Contractor's performance is measured.

1.1.44. State Unit on Aging – The unit in the State, designated to administer the Colorado State Plan on Aging, including Older Americans Act and Older Coloradans Act programs. In Colorado, this agency is within the Colorado Department of Human Services, Division of Aging and Adult Services.

1.1.45. Transition Coordination Agency (TCAs) – A public or private not-for-profit or for-profit agency that is enrolled as a provider and is certified by the Department to provide transition coordination pursuant to a provider participation agreement with the state department.

1.1.46. Transition Coordination Referral Log – The monthly log created and required by the Department identifying individuals referred to and accepted by Transition Coordination Agencies.

1.1.47. Transition Coordination Pending Referral List – The monthly list created and required by the Department identifying individuals who have not been accepted by a Transition Coordination Agency.

1.1.48. Transition Coordinators (TC) – A person who provides transition coordination services and meets all regulatory requirements for a transition coordinator.

2. Acronyms and Abbreviations

2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

2.1.1. ADRC - Aging and Disability Resources for Colorado

2.1.2. CFR – Code of Federal Regulations

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2.1.3. CHP+ –Child Health Plan Plus
2.1.4. CM – Case Manager
2.1.5. CMA – Case Management Agency
2.1.6. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
2.1.7. C.R.S. – Colorado Revised Statutes
2.1.8. CPI – Consumer Price Index
2.1.9. CPI-U – CPI for all urban consumers
2.1.10. GIR – Group In-Reach
2.1.11. HCBS - Home and Community-Based Services
2.1.12. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
2.1.13. IIR – Individual In-Reach
2.1.14. ILC - Independent Living Center
2.1.15. LCA – Local Contact Agency
2.1.16. LTSS – Long-term Support Services
2.1.17. MDS - Minimum Data Set
2.1.18. PCI – Payment Card Information
2.1.19. PASRR - Pre-Admission Screening and Resident Review
2.1.20. PHI – Protected Health Information
2.1.21. PII – Personally Identifiable Information
2.1.22. RAE – Regional Accountable Entity
2.1.23. RFP – Request for Proposals
2.1.24. SFY – State Fiscal Year
2.1.25. TC – Transition Coordinator
2.1.26. TCA – Transition Coordination Agency
2.1.27. U.S.C. – United States Code
2.1.28. VARA – Visual Rights Act of 1990

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Exhibit E, Contractor's Administrative Requirements

1. Contractor's General Requirements

1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.

1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.

1.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

1.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.

1.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.

1.6. Deliverables

1.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for

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each Deliverable.

1.6.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:

1.6.1.1.1. Gather and document requirements for the Deliverable.

1.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.

1.6.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:

1.6.1.1.3.1. Readability.

1.6.1.1.3.2. Spelling.

1.6.1.1.3.3. Grammar.

1.6.1.1.3.4. Completion.

1.6.1.1.4. Adhere to all required templates or development of templates.

1.6.1.1.5. Perform modifications that include version control and tracked changes.

1.6.1.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

1.6.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.

1.6.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.

1.6.1.3. Once the Department has received an acceptable version of the Deliverable,

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including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.

1.6.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.

1.6.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

1.6.4. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.

1.6.5. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

1.6.6. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables

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

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

1.7. Stated Deliverables and Performance Standards

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

1.8. Communication with the Department

1.8.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems, including Microsoft Office products. Contractor shall communicate with the Department's primary designee, who will be identified to Contractor, to obtain information about the specific Microsoft products currently in use, as may be upgraded from time to time. At a minimum, Contractor shall have the capability to exchange documents and electronic files compatible with Microsoft Office 365, unless the Department's primary designee otherwise specifies. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.8.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.8.2.1. The date the transmittal will be effective.

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1.8.2.2. Direction to Contractor regarding performance under the Contract.

1.8.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.8.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.

1.8.3. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

1.8.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.

1.8.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.

1.8.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.

1.8.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of

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communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.

1.8.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.9. Start-Up Period

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

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

1.9.1.1.1. Key Personnel.

1.9.1.1.2. Department Leadership.

1.9.1.1.3. Department Project Team Members.

1.9.1.1.4. Any other relevant and needed persons or organizations.

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

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

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

1.9.1.2.3. Transmission methods and specific Deliverable templates or requirements.

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

1.9.1.3. Deliver the Kickoff Meeting materials and agenda to the Department for review and approval.

1.9.1.3.1. DELIVERABLE: Kickoff Meeting materials and agenda

1.9.1.3.2. DUE: Three Business Days prior to the Kickoff Meeting

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

1.9.1.4.1. DELIVERABLE: Kickoff Meeting Minutes

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1.9.1.4.2. DUE: Within three Business Days after the Kickoff Meeting

1.9.1.5. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.

1.9.1.6. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

1.9.1.6.1. DELIVERABLE: Policies & Procedures Manual

1.9.1.6.2. DUE: No later than the Operational Start Date

1.10. Operations Guide

1.10.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Sections 1.9 and 1.10, prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

1.10.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.10.2.1. Communication Plan.

1.10.2.2. Business Continuity Plan.

1.10.2.3. Start-Up Plan.

1.10.2.4. Closeout Plan.

1.10.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.10.3.1. DELIVERABLE: Operations Guide

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1.10.3.2. DUE: Within 30 Business Days after the Effective Date

1.10.4. Contractor shall review its Operations Guide on annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.10.4.1. DELIVERABLE: Annual Operations Guide Update

1.10.4.2. DUE: Annually, by June 30th of each year

1.10.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

1.10.6. Communication with Members, Providers, and Other Entities

1.10.6.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

1.10.6.1.1. A description of how Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.

1.10.6.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, that Contractor will use to communicate with Providers and Subcontractors.

1.10.6.1.3. The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

1.10.6.1.4. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers are insufficient.

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1.10.6.1.5. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:

1.10.6.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.

1.10.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.

1.10.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

1.10.7. Business Continuity Plan

1.10.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:

1.10.7.1.1. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

1.10.7.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

1.10.7.1.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.

1.10.7.1.3. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.

1.10.7.1.4. How Contractor will minimize the effects on Members of any Business Interruption.

1.10.7.1.5. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.

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1.10.7.1.6. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.

1.10.7.1.7. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.

1.10.8. Start-Up Plan

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

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

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

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

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

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

1.10.9. Closeout Plan

1.10.9.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be the contractor after the termination of the Contract.

1.10.9.1.1. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Members and the Department.

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1.10.9.1.2. Contractor shall deliver the Closeout Plan to the Department for review and approval.

1.10.9.2. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.

1.10.9.3. Contractor shall be ready to perform all Work by the Operational Start Date.

1.11. Closeout Period

1.11.1. During the Closeout Period, Contractor shall complete all of the following:

1.11.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

1.11.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

1.11.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

1.11.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.

1.11.1.5. Notify all In-Reach that Contractor will no longer be the In-Reach as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all In-Reach, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.

1.11.1.5.1. DELIVERABLE: In-Reach Notifications

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1.11.1.5.2. DUE: 30 days prior to termination of the Contract

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

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

1.12. Performance Reviews

1.12.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.

1.12.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.

1.12.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.

1.12.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.

1.12.5. The Department may make the results of any performance reviews or evaluations

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available to the public, or may publicly post the results of any performance reviews or evaluations.

1.13. Renewal Options and Extensions

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

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

1.13.3. In the event that the Contract is extended beyond five years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.

1.13.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.

1.14. Department System Access

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

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

1.15. Provider Fraud

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

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

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

1.15.2.1.1. Written documentation of the findings.

1.15.2.1.2. Information on any verbal or written reports.

1.15.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.

1.15.2.1.4. Information on the identification of any affected claims that have been discovered.

1.15.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).

1.15.2.1.6. Any additional information as required by the Department.

1.15.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.

1.15.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form

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1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

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

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

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

1.16. Member Fraud

1.16.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.

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

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

1.16.2.1.1. All verbal and written reports related to the suspected fraud.

1.16.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.

1.16.2.1.3. Information on the identification of any affected claims that have been discovered.

1.16.2.1.4. Any claims data associated with its report in a format agreed to by the Department.

1.16.2.1.5. Any additional information as required by the Department.

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1.16.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.

1.16.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form

1.16.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud

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

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

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

2. Contractor Personnel

2.1. Personnel General Requirements

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

2.1.1.1. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.

2.1.1.1.1. DELIVERABLE: Final list of individuals assigned to the Contract

2.1.1.1.2. DUE: Within five Business Days after the Effective Date

2.1.1.2. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.

2.1.1.2.1. DELIVERABLE: Updated list of individuals assigned to the Contract

2.1.1.2.2. DUE: Within five Business Days after the Department's request for an update

2.1.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of

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that individual to be assigned as Key Personnel.

2.1.3. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.

2.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change

2.1.3.2. DUE: At least five Business Days prior to the change in Key Personnel

2.1.4. If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.

2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor

2.1.4.2. DUE: Within 10 Business Days after Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a longer time in writing for Contractor to recruit a replacement.

2.1.5. Contractor's Key Personnel shall perform the majority of their work and responsibilities on this project in the Denver metropolitan area, unless the Department grants permission otherwise in writing.

2.1.6. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.

2.1.6.1. DELIVERABLE: All current professional licensure and certification

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documentation as specified for Key Personnel or Other Personnel

2.1.6.2. DUE: Within five Business Days of receipt of updated licensure or upon request by the Department

2.1.7. Contractor's Key Personnel and Other Personnel shall comply with requirements of any Department Standard Operating Procedure as directed by the Department.

2.2. Personnel Availability

2.2.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

2.2.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.

2.2.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.

2.2.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.

2.2.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders that is scheduled to be in person shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

2.2.6. Contractor shall respond to all telephone calls, voicemails, and emails from the

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Department within two Business Days of receipt by Contractor.

2.3. Key Personnel

2.3.1. Contractor shall designate people to hold the following Key Personnel positions:

2.3.1.1. Project Lead

2.3.1.1.1. The Project Lead shall have the following qualifications:

2.3.1.1.1.1. Working knowledge of Medicaid benefits including but not limited to

2.3.1.1.1.1.1. Knowledge of Long-Term Care Health First Colorado including Home and Community-Based Services (HCBS)

2.3.1.1.1.1.2. Long-Term Services and Supports (LTSS)

2.3.1.1.1.1.3. Targeted Case Management-Transition Coordination (TCM-TC)

2.3.1.1.1.1.4. Transition Services

2.3.1.1.1.1.5. In-Home Support Services (IHSS)

2.3.1.1.1.1.6. Consumer-Directed Attendant Support Services (CDASS)

2.3.1.1.1.1.7. Medicare Savings Programs (MSP).

2.3.1.1.1.1.8. Navigate Medicare Advantage Plans,

2.3.1.1.1.1.9. Coordinate with Dual Special Needs Plans (D-SNP)s

2.3.1.1.1.1.10. Navigate Medicare benefits.

2.3.1.1.1.2. Working knowledge of the role of each community partner including but not limited to:

2.3.1.1.1.2.1. Regional Accountable Entitles (RAE)

2.3.1.1.1.2.2. Transition Coordination Agencies (TCA)

2.3.1.1.1.2.3. Area Agency on Aging (AAA), Case Management Agencies (CMA)

2.3.1.1.1.2.4. Aging and Disability Resource Centers (ADRC) or other community agencies in order to locate and support a person

2.3.1.1.2. The Project Lead shall be responsible for all of the following:

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

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

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2.3.1.1.2.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.

2.3.1.2. Additional Key Personnel

2.3.1.2.1. The Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this RFP. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

2.3.1.2.2. The Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

2.3.2. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.

2.4. Other Personnel Responsibilities

2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.

2.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

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2.4.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

2.4.3.1. Contractor shall not subcontract more than 40% of the Work.

2.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

2.4.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work

2.4.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date

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

3. Administrative Reporting Requirements

3.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

3.2. Administrative Reporting

3.2.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.

3.2.1.1. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:

3.2.1.1.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.

3.2.1.1.2. Operating expenses broken out by category, as determined by the Department.

3.2.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the

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Department.

3.2.1.1.4. Administrative revenues, such as payments by debt and interest revenues, broken out by source as directed by the Department.

3.2.1.1.5. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.

3.2.1.1.6. Remaining cash-on-hand at the end of the period.

3.2.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.

3.2.1.2.1. DELIVERABLE: Administrative Report

3.2.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.

4. Information technology Related Requirements

4.1. Protection of System Data

4.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

4.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:

4.1.2.1. Contractor provides physical or logical storage of State Records.

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4.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.

4.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.

4.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:

4.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

4.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

4.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

4.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

4.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to the State.

4.1.4. Colorado Information Security Policy (CISP) Compliance

4.1.4.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies under Information Security.

4.1.4.2. For the purposes of reviewing and assessing compliance with the CISPs, Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.

4.1.4.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by or approved by the Department, indicating that Contractor has

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assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.

4.1.4.3.1. DELIVERABLE: CISP Attestation

4.1.4.3.2. DUE: Within 30 Business Days after the Effective Date

4.1.4.4. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by or approved by the Department.

4.1.4.4.1. DELIVERABLE: Annual CISP Attestation

4.1.4.4.2. DUE: Annually, by June 30th of each year

4.1.4.5. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least and annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.

4.1.5. Health and Human Services HIPAA Security Rule Risk Assessments

4.1.5.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by or approved by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the "HIPAA Security Rule"), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.

4.1.5.1.1. DELIVERABLE: Initial HHS Attestation

4.1.5.1.2. DUE: Within 30 Business Days after the Effective Date

4.1.5.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule and deliver to the State the signed Annual HHS Attestation, on a form provided by or approved by the Department.

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4.1.5.2.1. DELIVERABLE: Annual HHS Attestation

4.1.5.2.2. DUE DATE: Annually, by June 30th of each year

4.1.5.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.

4.1.6. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.

4.1.7. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.

4.1.7.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by or approved by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.

4.1.7.1.1. DELIVERABLE: Background Check Attestation

4.1.7.1.2. DUE: Within 30 Business Days of the Effective Date

4.1.7.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the

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background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

4.2. Data Handling

4.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of the State.

4.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.

4.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality

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of all State Records provided by the State to Contractor and will not actively process such data anymore.

4.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

4.3. Artificial Intelligence (AI) Usage Requirements

4.3.1. Contractor shall not use AI to make any final determination concerning a Member, Provider, or any other individual without Contractor providing prior human review of the determination to ensure that the determination is correct.

4.3.2. Contractor shall not use AI that impacts Members or Providers without obtaining prior written approval from the Department, which the Department may provide or withhold in its sole discretion.

4.3.3. Contractor shall not use AI in any activities involving the Department, including but not limited to AI note-taking tools during meetings, without the Department's prior written approval, which the Department may provide or withhold in its sole discretion.

4.3.4. If Contractor uses AI to develop any deliverable or assist in the performance of the Work, Contractor shall remain fully responsible for the accuracy, quality, and compliance of all outputs the AI produces. Contractor shall also ensure that all AI outputs included in any deliverable or posted publicly related to the Work do not infringe on any intellectual property of any other party.

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Exhibit F, Sample Option Letter

State Agency
Department of Health Care Policy and Financing

Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc.

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

Original Contract Number
Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number
Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date
Month Day, Year

Current Contract Expiration Date
Month Day, Year

Current Contract Maximum Amount
Initial Term
State Fiscal Year Initial Term 20xx: $0.00

Extension Terms
State Fiscal Year 1 20xx: $0.00
State Fiscal Year 2 20xx: $0.00
State Fiscal Year 3 20xx: $0.00
State Fiscal Year 4 20xx: $0.00

Total for All State Fiscal Years: **$0.00**

1. OPTIONS:

A. Option to extend for an Extension Term

B. Option to change the quantity of Goods under the Contract

C. Option to change the quantity of Services under the Contract

D. Option to modify Contract rates

E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the

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Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E)

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc., which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount

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

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

Docusign Envelope ID: 75B064E1-4E80-890E-83CB-E089C5F7D0A7

STATE OF COLORADO

Jared S. Polis, Governor

Department of Health Care Policy and Financing

Kim Bimestefer, Executive Director

_____

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing

Jerrod Cotosman, Controller, or authorized delegate

_____

Option Effective Date: _____

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

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Exhibit G, Contract Federal Provisions

1. Applicability of Provisions.

A. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. Compliance.

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

3. System for Award Management (SAM) and UNIQUE ENTITY ID Requirements.

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

B. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Contract Provisions Required by Uniform Guidance Appendix II to Part 200.

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A. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is $250,000

B. **All contracts in excess of $10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

C. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

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

E. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that 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

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open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

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Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**

i. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

K. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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L. **Domestic preferences for procurements**. (2 CFR §200.322) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

M. **Procurement of recovered materials**. (2 CFR §200.323) A non-Federal entity that is a state agency or agency of a political subdivision of a state and 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.

5. Event of Default.

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

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Exhibit H, 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, Heather O'Hayre, on behalf of Larimer County (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: Signed by: Heather O'Hayre AC3259D82D5F4B5...

Printed Name: Heather O'Hayre

Title: Human Services Director

Date: 07/09/2026 | 06:35 MDT

Docusign Envelope ID: 75B064E1-4E80-890E-83CB-E089C5F7D0A7

Exhibit I, Medicaid Nursing Facility List

Region 2B: Weld County

County Served: Weld County

Skilled Nursing Facilities:

Broadview Health and Rehabilitation

Fairacres Manor, Inc.

Life Care Center of Greeley

Pelican Pointe Health and Rehabilitation Center

Westlake Lodge Health and Rehabilitation Center

Region 3B: Boulder County

County Served: Boulder County

Skilled Nursing Facilities:

Boulder Canyon Health and Rehabilitation

Boulder Post Acute

Frasier Meadows Health Care Center

Life Care Center at Longmont

McIntosh Care and Rehabilitation Center

The Katherine and Charles Green Houses

The Peaks Care Center

Winding Trails Post Acute

Agreements

Item Name:
Document Title: Full and Final Release and Settlement Agreement
Submitted by: Jennifer Infeld, Paralegal
Department: County Attorney's Office
Description: Approve Release and Settlement Agreement in Harmon v. Larimer County, U.S. District Court Case No. 24-CV-01422
Term: N/A
Named Parties: Estate of Ryan Harmon, Ashley Harmon, Tyler Harmon, Caleb Harmon, M.H.(a minor), Ronald Harmon, Colleen Harmon, Larimer County Sheriff, Board of County Commissioners
Total Dollar Amount: $625,000

Attachments:

1.	Settlement Agreement & Release - stamped	Settlement Agreement & Release - stamped.pdf

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement ("Agreement") is made by and between the Estate of Ryan Harmon, by and through personal representative Ronald Harmon, Ashley Harmon, Tyler Harmon, Caleb Harmon, M.H., a minor, by and through her next of friends and guardians Ronald and Colleen Harmon, ("Releasors"), and LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS and LARIMER COUNTY SHERIFF JOHN FEYEN ("County" or the "Releasees"). Releasors and Releasees are collectively referred to as "the Parties."

WHEREAS, Releasors brought a federal lawsuit following the death by suicide of Releasors' family member Ryan Harmon while incarcerated at the Larimer County Jail against Releasees and other named defendants for various claims in the federal district court for the District of Colorado case number 24-CV-01422-DDD-TPO.

WHEREAS, the Parties wish to avoid the uncertainties and expense of litigation and to settle and compromise any and all claims that Releasors have or could have against Releasees and related to the Events, on the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

1. RELEASE & COVENANTS. For and in consideration of the consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, Releasors for themselves, their heirs, affiliates, executors, administrators, assigns, and successors, hereby agree to:

    a. Release and forever discharge Releasees, including their officials, commissioners, directors, officers, employees and former employees, from any and all claims, demands, actions, suits, causes of action, complaints, obligations, debts, expenses, damages, judgments, orders or liabilities of whatever kind or nature in law or in equity, or otherwise, whether known or unknown, suspected or unsuspected, with respect to any matter arising out of or connected with the events underlying the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint; and

    b. Forever refrain and desist from instituting or asserting against Releasees, including their officials, commissioners, directors, officers, employees and former employees, any claim, demand, action or suit of whatever kind or nature, either directly or indirectly, related to or in any way arising from the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint; and

    c. Forever refrain from directly or indirectly executing on, attempting to collect, or taking any action to enforce any judgment related to the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint and for which a court of competent jurisdiction has found the County to have an indemnification obligation.

d. Upon Releasors execution of this document, Releasors shall draft and file with the Court a Stipulated Motion to Dismiss with Prejudice any and all claims against all individually named defendants currently or formerly employed by the Larimer County Sheriff's Office, with all such parties to bear their own costs and attorney fees, thus leaving only the LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS as the sole Defendant. This dismissal is required before any payment under this agreement is issued. No later than five (5) business days following the receipt of the settlement funds, Releasors will draft and file a notice of dismissal with the court, with prejudice. Releasors agree to include the term "each party agrees to pay their own costs and attorney fees" within the Stipulated Motion to Dismiss.

2. CONSIDERATION. In full consideration for the commitments and agreements in this Agreement, Releasor shall receive the following consideration, the sufficiency of which is acknowledged:

   a. Releasees shall pay to Releasor the total lump sum of $625,000.00 (six-hundred twenty-five thousand dollars and zero cents) (the "Settlement Payment"). The Settlement Payment shall be delivered to Releasor's attorney, John Holland of Holland, Holland, Edwards & Grossman, LLC, within 21 business days from the date Releasor's motion to dismiss the individual Larimer County Defendants is filed with the court, by warrant on the Treasurer of Larimer County made payable to "HHEG Client Trust Fund - Harmon", or within 21 business days from that date on which Releasor's attorney has tendered an executed W-9 to Releasees, whichever is later. A 1099-misc will be issued for the settlement payment to HHEG, LLC with Box 10 for gross proceeds paid to an attorney checked .

3. REPRESENTATIONS & WARRANTIES.

   a. Releasors represent and warrant that they are the sole owners of all claims released in this Agreement, and that they made no assignment or transfer of any claim released herein to any third party. Releasors further represent and warrant that they have not filed any additional claims, grievances, administrative proceedings or similar, against Releasees and related to the events underlying the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint.

   b. The Parties acknowledge that they have been represented by legal counsel throughout the negotiations that preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement. The Parties further acknowledge and agree that they have executed this Agreement voluntarily, without coercion or duress of any kind, and in consideration of the advice of their independent legal counsel.

   c. Releasors and Releasees have not made any statement or representation regarding any fact relied upon in entering into this Agreement; and Releasors and Releasees did not rely on any statement, representation or promise in executing this

Agreement or in making the settlement provided for herein, except as expressly stated herein. The Parties have made such investigation of the facts pertaining to this settlement and this Agreement and all the matters pertaining thereto, as they deem necessary.

d. The Parties have read this Agreement and understand its contents. In entering into this Agreement and the settlement provided the Parties assume the risk of any mistake. The Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true. Nevertheless, it is the Parties' intention to fully, finally, and forever settle and release all such matters and all claims regarding the Releasees' involvement in the events underlying the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint. Except for any knowing concealment of a material fact, the releases and covenants given herein shall be and remain in effect notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

e. The parties acknowledge that approval of settlement proceeds allocated to any minor or protected person may be submitted to and approved by the Nebraska court having jurisdiction over that guardianship/conservatorship for M.H.

4. TAX PROVISIONS. It is expressly intended and understood that the Settlement Payment represents settlement of Plaintiffs'compensatory damage claims for personal injury, physical sickness including wrongful death concerning the Events within the meaning of Section 104 of the Internal Revenue Code. The payment is not designated as wages, salary, or back taxes. The parties agree that no portion of the Settlement Payment is for punitive damages.

5. NO EVIDENTIARY EFFECT. The Parties acknowledge and agree that this Agreement is given and accepted as part of a compromise and settlement where some fact remain in dispute. The Parties further acknowledge and agree that the acceptance of this Agreement shall not be construed or deemed to be evidence of an admission of any fact, matter, or thing, other than in a proceeding enforcing this Agreement.

6. NO CONFIDENTIALITY OBLIGATIONS. As governmental entities that value transparency, the County has not requested any confidentiality obligations from Releasors, and this Agreement does not impose confidentiality on the Parties.

7. INTEGRATION. The Parties understand, acknowledge and agree that this Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter and transactions referred to herein. The Parties understand, acknowledge, and agree that the terms of this Agreement are contractual in nature and not mere recitals. As such, the Parties understand, acknowledge, and agree that this Agreement is fully integrated and supersedes all previous oral or written agreements of the Parties.

8. ENFORCEMENT. This Agreement may be used by Releasees as a complete defense to any legal claim or entitlement or grievance which Releasors may assert or bring against

Releasees arising out of or related to the events underlying the complaints, claims and allegations in 24-CV-01422-DDD-TPO whether or not specifically stated in Releasors' operative complaint. In the event enforcement through a court action of any term of this Agreement is required, the prevailing party shall be entitled to payment of all reasonable costs and expenses, including attorney fees, from the non-prevailing party.

9. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, all of the successors, assigns, and heirs of each Party.

10. GOVERNING LAW. This Agreement is entered into in the State of Colorado and shall be governed by the laws of the State of Colorado.

11. HEADINGS. The headings used in this Agreement are used only for the convenience of the Parties. As such, these headings shall not possess any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

12. SEVERABILITY. If any provision of this Agreement should be declared to be unenforceable, then the remainder of this Agreement shall continue to be binding upon the Parties.

13. COSTS. The Parties agree that each Party shall bear his, her or its own costs and attorney fees, if any.

14. EXECUTION IN COUNTERPARTS OR BY EMAIL. This Agreement may be executed in counterparts or with signatures obtained via email, each of which shall have full force and effect upon execution by all Parties to this Agreement. A copy of this agreement may be entered and relied upon as the original.

15. EFFECTIVE DATE. This Agreement shall not be deemed valid and effective until it is approved and signed by all Parties. The date of the last signature shall be referenced as the Effective Date.

16. AMENDMENT. This Agreement may not be amended except in a writing setting forth such amendment and executed by all Parties.

WHEREFORE, the Parties agree to and do accept the terms of this Release, Covenant Not to Sue, and Settlement Agreement.

Ronald Harmon Date: 6-24-26

Estate of Ryan Harmon
Ronald Harmon Personal Representative

Ashley Harmon Date: 6/4/24

Ashley Harmon

Tyler Harmon

Date: 6/1/26

Caleb Harmon

Date:

Ronald Harmon or Colleen Harmon
Next of Friend and Guardian of M.H.

Date: 6-24-26

Chair
Larimer County Board of County Commissioners

Date:

Attest:
Clerk

APPROVED AS TO FORM ONLY:

David P. Ayraud
Deputy County Attorney
Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, CO 80522
Attorney for the Defendants

David M. Goddard
Bruno, Colin, Goddard & Lowe P.C.
1120 Lincoln Street, Suite 1606
Denver, CO 80203
dgoddard@brunolawyers.com
Attorney for Defendants

APPROVED AS TO FORM ONLY:

John R. Holland
Holland, Holland Edwards & Grossman, LLC
1437 High Street
Denver, CO 80218
Attorneys for Plaintiff

Tyler Harmon

Date: _____

Caleb Harmon

Caleb Harmon

Date: 8/3/20

Ronald Harmon or Colleen Harmon
Next of Friend and Guardian of M.H.

Date: _____

Chair
Larimer County Board of County Commissioners

Date: _____

Attest: _____
Clerk

APPROVED AS TO FORM ONLY:

David P. Ayraud
Deputy County Attorney
Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, CO 80522
Attorney for the Defendants

David M. Goddard
Bruno, Colin, Goddard & Lowe P.C.
1120 Lincoln Street, Suite 1606
Denver, CO 80203
dgoddard@brunolawyers.com
Attorney for Defendants

APPROVED AS TO FORM ONLY:

John R. Holland
Holland, Holland Edwards & Grossman, LLC
1437 High Street
Denver, CO 80218
Attorneys for Plaintiff

Scanned with CamScanner

Tyler Harmon

Date: _____

Caleb Harmon

Date: _____

Ronald Harmon or Colleen Harmon
Next of Friend and Guardian of M.H.

Date: _____

Chair
Larimer County Board of County Commissioners

Date: _____

Attest: _____
Clerk

APPROVED AS TO FORM ONLY:

07/06/2026

David P. Ayraud
Deputy County Attorney
Larimer County Attorney's Office
224 Canyon Ave., Suite 200
Fort Collins, CO 80522
Attorney for the Defendants

David M. Goddard
Bruno, Colin, Goddard & Lowe P.C.
1120 Lincoln Street, Suite 1606
Denver, CO 80203
dgoddard@brunolawyers.com
Attorney for Defendants

APPROVED AS TO FORM ONLY:

John R. Holland
Holland, Holland Edwards & Grossman, LLC
1437 High Street
Denver, CO 80218
Attorneys for Plaintiff

Agreements

Item Name:
Document Title: Larimer County Core Services Plans (SFY 2025-2026)
Submitted by: Thad Paul
Department: Human Services
Description: This plan serves as a comprehensive proposal to secure and allocate funding for specialized, intensive child welfare services—such as youth mentoring, therapeutic supervised visitation, and trauma-informed care—designed to strengthen family functioning, prevent the out-of-home placement of children, and safely reunify families
Term: period contract years June 1, 2026, through May 31, 2027,
fiscal years July 1, 2026, through June 30, 2027.
Named Parties: Larimer County Human Services and Colorado Department of Human Services (CDHS)
Total Dollar Amount: $1,191,387

Attachments:
1. LCDHS Core I and Core II Plans LCDHS Core I and Core II Plans.pdf

COLORADO
Office of Children, Youth & Families
Department of Human Services

Core Plan Template

(Last Revised 02/16/2026)

CORE SERVICES PLAN

THIRD YEAR OF A THREE-YEAR PLAN

SFY 2024 - 2025

SFY 2025 - 2026

SFY 2026 - 2027

Larimer	COUNTY(IES):

Please complete all REQUIRED sections of the plan template and any additional sections that may pertain to your county Core Services Program. Once complete, upload a copy of this plan into Docusign to route for signatures. Completed Core Services Plans with signatures are due by August 3, 2026.

REQUEST FOR STATE APPROVAL OF PLAN

Signatures from the Human Services County Director(s), Boards of County Commissioners, and Placement Alternatives Commission are required. ***If the Board of County Commissioners has granted signing authority to the Human Services County Director, please note that on the Board of Commissioners signature line.

This Core Services Plan is hereby submitted for Indicate county name(s) and lead county if this is a multi-county plan, for the period contract years June 1, 2026, through May 31, 2027, fiscal years July 1, 2026, through June 30, 2027.

The Plan includes the following:

- Completed “Statement of Assurances” (Required);
- Completed “Core Plan II" (If Applicable);
- Completed "County Designed Service" for **EACH** County Designed Service (If Applicable);
- Completed “Core Service Availability Per Program Area” (Required);
- Completed “County Staff Funded With Core Services Program” (If Applicable);
- Completed "Overhead Cost" (If Applicable); and
- Completed "Combined Core Budget” (Required).

This Core Services Program Plan has been developed in accordance with the Colorado Department of Human Services rules and is hereby submitted to the Colorado Department of Human Services, Division of Child Welfare for review and approval. If the enclosed proposed Core Services Program Plan is approved, the Plan will be administered in conformity with its provisions and the provisions of Code of Colorado Department of Human Services rules. If the proposed plan is not approved, Division of Child Welfare staff will advise the county of needed revisions and a subsequent re-submission by the county is required for final approval.

- The primary contact person for the Core Services Plan is Name of Primary Contact;
- The primary contact person can be reached at telephone number Primary Contact Phone Number;
- The primary contact receives e-mail at Primary Contact Email Address; and
- The primary contacts business address is Primary Contact Business Address.

In the event the primary contact person is not available, the secondary contact person is Name of Secondary Contact and they can be reached at Secondary Contact Phone Number or Secondary Contact Email Address.

CORE SERVICES STATEMENT OF ASSURANCES

Indicate county name(s) and lead county if this is a multi-county plan County(ies) assures that, upon approval of the Core Services Program Plan the following will be adhered to in the implementation of the Program:

Core Services Assurances:

- Core Services will conform to the provisions of the Plan;
- Provision of Core Services will conform to state rules;
- Core Services, provided or purchased, will be accessible to children and their families who meet the eligibility criteria set forth in Rule Volume 7, at 7.303;
- Provision of Core Services will not discriminate against any individual on the basis of race, sex, national origin, religion, age or mental/physical disability who applies for or receives services through the Core Services program;
- Provision of Core Services will recognize and support cultural and religious background and customs of children and their families;
- Out-of-state travel will not be paid for with Core Services funds;
- All forms used in the completion of the Core Services Plan will be state prescribed or state approved forms;
- Only the salaries, fringe and operating costs directly related to Core Service funded FTE positions will be reimbursed. Consultation, training, and staff development for county Core service staff when necessary for the delivery of a Core service may be reimbursed;
- The purchase of services will be in conformity with State purchase of service rules including contract form, content, and monitoring requirements;
- Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source, such as Medicaid or private insurance, set forth in Rule Volume 7, at 7.414,B;
- Details about contracted, purchased, and/or provided services must be recorded in Trails. This information may be entered as Core Contracts and/or service authorizations to confirm program eligibility, track statistical data, and identify financial needs;
- To provide Core Services that require state licensure, all delivering providers must be registered with the Colorado Department of Regulatory Agencies (DORA) and maintain good standing. The burden of this proof falls to the county entering into a contract with the provider;
- County staff must monitor payments to their Program providers and ensure compliance with all statutory and regulatory requirements by both the county and the providers;

- The provision of all Core Services is determined by the specific needs of each child, youth, or family; and
- Any contracts for services utilizing Core Services Program funding must incorporate all the mandatory components found within the attached example contract template. Each county has the discretion to create its unique contract template, but the sections in the example must be included.

If two or more counties propose this plan, the required signatures below are to be completed by each county, as appropriate. Please attach an additional signature page as needed.

Signature, DIRECTOR, COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES DATE

Signature, CHAIR, PLACEMENT ALTERNATIVES COMMISSION DATE

Please check here if your county does not have a Placement Alternative Commission: ☐

Signature, CHAIR, BOARD OF COUNTY COMMISSIONERS DATE

Signature, CLERK, BOARD OF COUNTY COMMISSIONERS DATE

CORE SERVICES PLAN II (IF APPLICABLE)

Is your County submitting a Core Services Plan II? Select from dropdown

What is a Core Services Plan II?

Counties that were over-spent in their Core Allocation during the previous fiscal year, and wish to request additional funds beyond the current year allocation, have the option to complete a Core Services Plan II.

This Core Services Plan II should focus exclusively on outlining the additional or expanded services planned, contingent upon the availability of extra funding. If these funds are intended for a County Designed service or program not already detailed in the current Core Services Plan, supplemental information must be included.

Procedure to submit a Core Services Program Plan, Part II:

1.Access the Core Services Plan II document via this **[LINK]** (Google Doc)
2.Download and save a copy of the Core Services Plan II to your system; and
3.Complete the sections outlined in the document and email the completed Plan to Amy Sciangula (amy.sciangula@state.co.us) and Yerson Padilla (yerson.padilla@state.co.us)

***Funding for Core Services Plan II is not guaranteed. The Colorado Department of Human Services (CDHS) monitors the submission of each Core Services Plan II. Counties that submitted a plan and overspent in the previous State Fiscal Year (SFY) will be notified if funds become available, along with the approved portion of their Core Services Plan II. This notification typically occurs between September and December, after finance confirms the availability of funding.

COUNTY DESIGNED SERVICES NARRATIVE SECTION

(IF APPLICABLE)

County Designed Services are approved on an annual basis and are submitted as part of a county's Core Services Plan. To be extended beyond one year, this portion of the plan must be submitted yearly and approved by the State Department.

Given that County Designed programs are not standardized across counties, it is important to provide detailed information as outlined below.

The information listed below is to be completed for **EACH** County Designed Service and included in the County(ies) Core Services Program Plan. If each question is not addressed, the Plan submitted may be denied until subsequent information is received.
** Volume 7 - Core Services Program begin at **7.303**

Service Name: Child Mentoring and Family Support (Coaching)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?
2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?)
   PA3, PA4, PA5, PA6
3. What is the name of the service or program? **7.303.1 Definitions**
   Child Mentoring and Family Support
4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   The Child Mentoring and Family Support program serves families and children ages zero (0) through eighteen (18) who meet eligibility criteria of PA3, PA4, PA5, and PA6 and is designed to be a flexible service to meet the individual needs of a family with the goal of keeping children with their family of origin or in a family setting. Coaches provide intensive services to children and families in their homes, providing families with strategies to improve the current level of functioning and decrease negative behaviors. They serve as a positive role model for families to observe and learn socially effective values, attitudes, and behaviors. The focus of the Coaching program is to provide parents with the skills to draw on strengths to improve parenting and family functioning. Coaches provide

one-on-one teaching and advocacy to youth and families to avoid placement disruptions and address issues being presented by the identified client. Coaches are responsible for helping families establish connections with viable community resources. This service interfaces with social workers, juvenile probation officers, school counselors, and various community-based agencies. All the Larimer County's providers have participated in trauma informed training and are invited to be participants in our local trauma informed practice group.

The goals of Child Mentoring and Family Support include:

A. Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child;
B. Prevent out-of-home placement of the child;
C. Return children in placement to their own home; or
D. Unite children with their permanent families.
E. Provide services that protect the child
F. To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   When Larimer began the Coaching program almost 10 years ago, we believed it was very innovative as the program was able to be used creatively to work on life skills with teens and

parents/caregivers. It has evolved since that time and there are now coaching agencies that specialize in the services they provide. This service continues to be one of the most requested Core services due to the ability to provide individualized services.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Contracted providers for this service are Colorado State University, First Services, Jacob Family Services, Clarvida, The Center for Family Outreach, KPJ First Services, Northern Colorado Youth for Christ, Savio House, The Matthews House and Turning Point. The Trails Service Detail is already an option for this program.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   The Child Mentoring and Family Support program serves families and children ages zero (0) through eighteen (18) who meet eligibility criteria of PA3, PA4, PA5, and PA6 and is designed to be a flexible service to meet the individual needs of a family with the goal to keep children with their family of origin or in a family setting.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Services would be provided for no more than 18 months

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Coaches will carry no more than 20 families at a given time. Each contracted agency will provide a supervisor for the hired coaches. Because most of these staff will not work full time, the supervisor will provide supervision to the equivalent of 6 FTE.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    Providers will meet state regulations for licensure/certification and shall meet the minimum qualifications, as defined in 7.602 – 7.603 D.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

    The Performance Indicators that will be achieved by the service, as per 7.303.17.
    A. “Family Conflict Management”: The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. “Parental Competency”: Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.

C. “Household Management Competency”: Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.
D. “Resources Access Competency”: Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
E. “Personal and Individual Competency”: Families will show awareness in terms of self-esteem, victim awareness, management of one’s own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one’s own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    Rates range from $30.00 per hour to $100.00 per hour, or $1015 to $2250 per month depending on provider and specialized service they provide.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?

    There are occasions where Medicaid can cover the cost of this service. Larimer has worked with four providers who can now bill Medicaid for a very specific group of clients. It can be difficult to obtain medical necessity for the service and the agency has to also provide some type of mental health or substance use treatment. Larimer will continue to evaluate each individual request for coaching and will refer clients for Medicaid funded coaching as appropriate, but Core funding will continue to be needed and accessed to meet the needs of our clients.

Service Name: Family Options (CET/TDM Family Engagement)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?
2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Family Options and the Service category in Trails is CET/TDM.

4. Describe the service and components; define the goals of the program 7**.303.11 Program Goals**
   Larimer County provides four types of meetings for the families that come to the attention of our Children, Youth and Families Division.
   1. Family Safety and Resource Team (FSRT) meetings are held to share information which relates to the protection and safety of a child or youth and to make decisions regarding the emergency placement. The goals of the program are to prevent out of home placement for children, re-unify children with their families, shorten the length of stay in out of home placement, identify the family's strengths and create a network of support for the involved children and adults while maintaining safety as the foremost priority. In Trails, this service type is CET/TDM.
   2. The second type of meeting is a Family Unity Meeting (FUM). FUMs are on-going meetings held with the immediate family members, extended family members, community members, and treatment providers to monitor the progress of the family in relation to their treatment plan. These meetings are generally held monthly to encourage frequent communication and movement in the case. The strengths of families are identified, and safety continues to be the primary focus of these meetings. Caseworkers often request FUM services to help plan for children/youth transitioning home or to lower levels of care. The goals of FUM meetings are to help maintain children in their family homes, return children to their family homes, or achieve permanency for children in out of home placement. In Trails, this service type is Family Empowerment.
   3. The final meeting under our Family Options services is the Family Group Conference. Family Group Conferencing (FGC) is a meeting organized by the Department to help a family plan for the permanency and safety of a child. The philosophy is based upon the belief that families have history, untapped resources, and an unrivaled commitment to their children. Family Group Conferencing is about empowering families and their friends and relatives to think and plan creatively for their children, to create community partnerships and to use family strengths when resolving child welfare concerns. The goals of the program are to re-unify children with their families, to shorten the length of stay in an out-of-home placement, or to keep children in their homes whenever safely possible. Family Group Decision Making is the service type in Trails.

   The Family Engagement Team offers the family's we serve the opportunity to have their voice heard during child welfare meetings. They are non-partial facilitators focused on ensuring psychological safety for the participants. A meeting may be requested by any party to the case. Any child or adolescent, ages 0-20, and who meet eligibility criteria of PA3, PA4, PA5, and PA6.

5. Which Core Goal will the County Designed Service meet? This can be more than one.

- ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
- ➢ Prevent out-of-home placement of the child
- ➢ Return children in placement to their own home
- ➢ Unite children with their permanent families
- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, without Core this service would either not be available or significantly reduced in the number of families able to be served. Larimer County was one of the fist counties to implement family meetings into our practice.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Larimer County provides the facilitators and supervisors for this service, and it already exists in Trails.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   The eligible population includes families with children from birth to age twenty-one meeting the criteria of PA3, PA4, P$5 or PA6.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   This is dependent on the meeting type, FSRT are often 1 and done meetings, occurring in the first week of our involvement, but in many cases the initial FSRT moves into an ongoing FUM which is ongoing throughout the case, occurring at either every 90- or 180-day intervals. Family Group conferences can take the place of any meeting type but require a great deal more legal work on behalf of the facilitator in preparing the family attendees. FAPT is more akin to FUM, in that they occur every 90-day cycle and are ongoing through the life of the family's involvement with the team.

10. Define the workload standard for the program. **7.303.16 Workload Standards**

Facilitators will carry caseloads of approximately 90 families each and there are 7 Family meeting facilitators. The supervisor ratio is 7:1 for the Core funded positions

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
The Facilitators are Larimer County employees, are identified as either a Social Caseworker II or Social Case Worker III position as defined in CCR 7.303.18 and is certified by the Colorado Department of Human Services as a Colorado Child Welfare Social Caseworker. They meet the education and experience qualifications to work in this job class, have completed academy and training requirements and are supervised by the Family Engagement Team Supervisor or Foster Care Supervisor, both of whom are Social Casework Manager for Larimer Children, Youth, and Families Division.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
C. "Household Management Competency": Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.
D. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming

13. What is the rate of payment (e.g., $100.00 per session/episode).
The rate of payment depends on the salary plus fringe of the staff in each position. The average cost per employee with salary, benefits and other fringe is about 115,000/year.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What

is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
This service cannot be funded by Medicaid.

Service Name: Functional Family Therapy

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? Functional Family Therapy, Well-supported

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Functional Family Therapy

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   Functional Family Therapy (FFT) is an intensive family-based treatment that addresses the pervasive patterns of relational dysfunction known to be determinants of conduct disorder, violent acting out, and substance abuse among youth 11-18 years old. Functional Family Therapy (FFT) addresses the multiple factors known to be related to delinquency and therefore strives to enhance both the safety of the individual and family directly receiving services, as well as the community.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?

Yes, this service is critical to our community and also allows us to draw down additional FFPSA funds.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   This service will be provided by Savio House, as well as potentially other services providers in the community in the future. The service details already exist in Trails.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Children and adolescents (ages 11-18) with an open case with the Department of Human Services who are at imminent or serious risk of out of home placement are eligible for this service. This service is also available to families who, without intervention, are at risk of continued involvement with the child welfare system.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Services will be provided for an average of 4 months but can be extended up to 6 months.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Each therapist will work with a maximum of 12 families. The supervisor of the FFT program will supervise a maximum of 6 therapists.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    Each FFT therapist will have a Master's level education and be trained in the FFT model within 3 months of hiring.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management"
    B. "Parental Competency"
    C. "Household Management Competency"
    D. "Resources Access Competency"
    E. "Personal and Individual Competency"

13. What is the rate of payment (e.g., $100.00 per session/episode).
    The FFT rate ranges between $1250.00 a month to $1550.00 a month, depending on the intensity of services and hours in the home each week.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the

service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
This service can be covered by Medicaid for families that are Medicaid eligible. In addition, there have been historical challenges that the Medicaid rate was not sufficient for the providers to provide the service which can further limit accessibility of Medicaid as a funding source.

Service Name: Foster Care and Adoption Support (FCAS)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Foster Care and Adoption Support

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   The Foster Care and Adoption Support (FCAS) program will provide trauma-informed foster & kin family coaches and homemakers to provide services requested by providers that have higher behavioral needs youth in the home. The support will include but is not limited to de-escalating youth, assisting youth with responsibilities within the home, engaging youth in activities, being present with the youth so the foster/kin parent can be away from the home for appointments/errands, transportation of youth to appointments, and other needs as they arise. FCAS staff will provide support to foster/kin parents maintain a safe "milieu" in the foster home as children transition in and out of the home. FCAS staff will be members of the treatment team and as such, will on occasion meet with the caseworker and/or foster care caseworker and/or other members of the treatment team, attend family meetings and attend Family Assessment and Planning Team meetings if the youth is involved in that program. FCAS will provide collateral services and concrete services as outlined in 7.303.14 A-B.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families

- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, Larimer believes this service is innovative and it is not available in the County outside of Core funding. This program is specifically set up to support foster parents with tasks that help to support the management of the home and the high needs of children placed.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   This service will be provided by staff employed by community-based organizations. This service detail already exists in Trails.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   The FCAS program serves foster and kin homes with children open to our department, ages may range from five (5) to eighteen (18) who meet eligibility criteria of PA3, PA4, PA5, and PA6 and is designed to be a flexible service to meet the individual needs of a family with the goal to keep children stable in their homes. with their family of origin or in a family setting.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Services will be provided for an average of 6-9 months but can be extended as necessary.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Foster Care and Adoption Support staff will carry no more than 10 families at a given time. Each contracted agency will provide a supervisor for staff. The supervisor will provide supervision to the equivalent of 6 FTE.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    Providers will meet state regulations for licensure/certification and shall meet the minimum qualifications, as defined in 7.602 – 7.603 D.FCAS staff will be well trained in trauma informed care models that may include, Resource Parent Curriculum, and Trust Based Relational Intervention (TBRI®).

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

B. "Household Management Competency": Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.

C. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.

D. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
The rate for Foster Care and Adoption Support services is $38.00 per hour.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
Since this program is specific to supporting the provider home there are many occasions that Medicaid is not an allowable funding source. Medicaid is utilized to support the program, but allowing to be supported through Core allows for a continuity of care to cover any components of the program that may not be covered by Medicaid.

Service Name: Mentoring (Family Partnerships Program)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
Mentoring

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   The Family Partnership Program (FPP) serves only families that have youth/children who are at imminent risk of being placed out of their home, specifically targeting those youth who are at risk of or have already been placed in Congregate Care. FPP accepts referrals both through Court Order and direct referral from Juvenile Justice partners. The FP worker will make face to face contact with the youth within 5 business days from the time the referral is accepted through the Trails system.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative and has been research and published in a peer review journal highlighting it efficacy of keeping youth our of commitment to DYS system.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   This service will be provided by staff with the department and service detail already exists in Trails

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   - Youth must be identified as a high risk on the CJRA. Moderate risk need supervisor override.
   - Legal custodians are willing to meet with the worker to assess for services
   - Should ongoing FP intervention be deemed appropriate, this must be agreed upon voluntarily by the parent(s)/caregiver(s)
   - Upon assessment, the FP program may deem the family not appropriate if the current supports and services

- appear to be meeting the family's needs or if the family does not feel they would benefit from services

FPP Eligibility Criteria (Must meet 5 of the following 8 Criteria)

- The youth at risk, or the parent(s)/caregiver(s) have a diagnosed Mental Health Disorder that has caused disruption to their ability to maintain in the community in the last year.
- That a youth is already placed out of the home with a priority given to congregate care placements where delinquency is the primary concern.
- The youth at risk or parent(s)/caregiver(s) have used illicit substances in the past 6 month and has resulted in negative behavioral consequences
- The youth has demonstrated documented violence/aggression in the home, towards inanimate objects, people, and/or animals.
- A history of trauma to the youth and/or parent(s)/caregiver(s) that is currently impacting functioning of either the youth or parent(s)/caregiver(s)
- A history of child protection involvement or history of out of home placement
- Age of youth is 13 or younger
- Youth is at risk of an adoption disruption

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Typical time frame from 9-12 months

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    A full-time worker in the FP Program will serve approximately 20 families per year, working with a maximum of 10-12 families at any given time.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    The Family Partnership worker is a Social Caseworker I or II position as defined in CCR 7.303.16 and is certified by the Colorado Department of Human Services as a Colorado Child Welfare Social Caseworker. They meet the education and experience qualifications to work in this job class. There are two (2) supervisors with a total of 10 staff between the two supervisors.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

B. “Parental Competency”: Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
C. “Household Management Competency”: Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.
D. “Resources Access Competency”: Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
E. “Personal and Individual Competency”: Families will show awareness in terms of self-esteem, victim awareness, management of one’s own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one’s own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    The payment rate is based on the salary structure for a Social Caseworker II and for the Social Casework Manager in Larimer County. This program has 7 workers and a supervisor. Just over 60% of the costs of this program will be requested through Core funding within the Core and Core II plans.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
    This service is not covered through Medicaid or insurance companies as a benefit.

Service Name: Multisystemic Therapy (MST)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? MST, Well-supported

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Multisystemic Therapy

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**

Multisystemic Therapy® (MST®) is an intensive family and home-based treatment that strives to create healthier families and reduce recidivism among chronic, violent, or substance-abusing male and female juvenile offenders at risk of out-of-home placement who are ages 12-17. MST seeks to improve the real-world functioning of youth by changing their natural settings of home, school, and neighborhood in ways that promote prosocial behavior while decreasing antisocial behavior. Therapists work with youth and their families to address the known causes of delinquency on an individualized, yet comprehensive basis. By using the strengths in each system (family, peers, school, and neighborhood) to facilitate change, MST addresses the multiple factors known to be related to delinquency across the key systems within which youth are embedded.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.
6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative and unavailable without Core funding

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Community based organizations will provide this service, predominantly Savio House.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Families with you ages 12-17

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Services will be provided for an average of 4.5 months but can extend up to 6 months. Families are seen 3-6 hours/week, and therapists are available 24/7 to support the families through crisis situations.

10. Define the workload standard for the program. **7.303.16 Workload Standards**

    Each therapist carries 4-6 cases. The worker to supervisor is 2-4 workers per supervisor. The supervisor will provide supervision to no more than 3 FTE staff.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).

    MST therapists will have a Master's level education and be trained in the MST model within 2 months of hiring.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.

    C. "Household Management Competency": Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.

    D. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.

    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).

    2554.00 per month

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?

    Yes, this service can be covered by Medicaid for Medicaid eligible families. Our department will only access Core funding for the service for families that do not have Medicaid, to cover the service in circumstances in which there is a lapse of Medicaid or if Medicaid is not authorizing the service.

Service Name: Parent Education

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? This is yes and no, there are some modalities that are EB and some are not. Following are Safe Care (Supported), Parents as Teachers (well-supported), Triple P - Standard (Promising)
2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Parent Education

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   This program serves families and children and is designed to meet the individual needs of a family with the goal of keeping children with their family of origin and to expedite the return home if the child has been removed. We have several options for parent education. Likely Contracted services for this type of service will be Nurturing Parents, Nurturing Fathers, Parents as Teachers program, homebased parent/caregiver education focused on TBRI techniques, TBRI – Caregiver, Positive Parenting Program - Standard (Triple P), and Alternatives for Families: A Cognitive-Behavioral Therapy (AC-CBT) and ReThink an anger management program for parents.

   Nurturing Parenting Program for Parents and their Infants, Toddlers and Preschoolers is a family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program models. Nurturing Parents and Nurturing Fathers offer similar competencies and children may be ages 0-12. Lessons are competency-based ensuring parental learning and mastery of skills. The program lessons focus on remediating five parenting patterns known to form the basis of maltreatment:

   - Having inappropriate developmental expectations of children
   - Demonstrating a consistent lack of empathy towards meeting children's needs
   - Expressing a strong belief in the use of corporal punishment and utilizing spanking as their principle means of discipline
   - Reversing the role responsibilities of parents and children so that children learn to become the caregivers to their parents
   - Oppressing the power and independence of children by demanding strict obedience to their commands

Parents as Teachers is an evidence-based home visiting model that promotes the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The Parents as Teachers model offers a cohesive package of services for families with young children, ages 0-5, and is framed around four dynamic components: Personal Visits, Group Connections, Child Screenings, and Resource Network. Parent Educators provide in-home visits to offer assessments and screening, parent/child education and bonding activities, support parent competency in all areas of care including nutrition, hygiene, discipline, protection, and safety. Methods include administering evidence-based assessments to determine school readiness and stages of development while also assessing parents' emotional well-being and potential need for additional support through referrals to outside agencies. The Parents as Teachers program has the age range from prenatal to 5 years old. The agency is aware of the Core workload standards of a maximum of 18 months and the agency has grant funding to assist families that have maximized the service through Core funding.

The Positive Parenting Program (Triple P) is an evidenced based program that provides parents with broadly focused parenting support and intervention on a one-to-one basis. It is available to parents of children from birth to twelve (12) years of age and twelve (12) to sixteen (16) years of age (Triple P Level 4® Teen). Parents attend ten to twelve (10-12) sessions, lasting one to three (1-3) hours each, to identify the causes of child behavior problems and set their own goals for change. The practitioner’s focus is on generalization enhancement strategies to promote parental autonomy throughout the intervention process. Triple P program information is located on the following website: https://www.triplep.net/glo-en/home/.

Alternatives for Families: A Cognitive-Behavioral Therapy (AC-CBT) Alternatives for Families: A Cognitive-Behavioral Therapy (AF-CBT) aims to improve relationships between children and their caregivers by reducing or preventing the effects of child physical abuse, exposure to child or family aggression, and hostile family environments. AF-CBT addresses contributors to conflict and abuse, such as harsh parenting practices, coercive family interactions, and heightened stressful life events. AF-CBT also addresses consequences of conflict and abuse, such as aggression or behavioral dysfunction and trauma-related emotional symptoms. The target population is designed for families with children ages 5-17 that are experiencing frequent conflict and last from 6 to 9 months, but could go as long as 12 months.

Parent Cafes: Parent Cafés are physically and emotionally safe spaces where parents and caregivers engage in structured, peer-to-peer conversations about the joys and challenges of raising children. Rather than a traditional lecture, these gatherings utilize a "round-table" format to encourage

participants to share their own wisdom, build social connections, and develop the personal strengths needed to keep their families strong.

By centering discussions on the Five Protective Factors—Resilience, Relationships, Knowledge, Support, and Communication—Parent Cafés empower caregivers to become leaders within their own homes and communities. These sessions offer a unique opportunity for parents to feel heard, supported, and reminded that they are not alone in their journey.

ReThink: Anger Management for Parents, is designed to help parents have a more positive response to their children's challenging behaviors, identify anger triggers, how to manage their emotions and understand child development. This class is typically taught in 4 sessions ranging from 1-3 hours.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   All of these modalities of service are innovative and necessary to provide support to parents, matching them with the unique service that best meets their needs.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Various community-based organizations will meet this need, and this does exist in Trails.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   The eligible population served is dependent on the program offered. Looking at the full continuum, the eligible population ranges from zero to 17. Specific populations are outlined in the descriptions above

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   This is also program dependent, please see the service description. Services can range from 2 months up to 18 months

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Workload standards for the programs are dictated by program capacity and standards and are variable. Each agency has one parent educator who will not have more than 20 families at a time

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    If there are educational requirements through the EBPs, each agency has met those requirements in order to run the program. Parent educators could have an Associates, Bachelor or Master's degree depending on the program and peer specialists may also offer support for families.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    C. "Household Management Competency": Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.
    D. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    The rate for each program varies. Nurturing Parenting classes are $41.15 per hour or $50.00 per hour depending on the contract. The Triple P program is $186.00 per hour. The Parents as Teachers session rate is $87.88 per episode. Classes that focus on in-home parent education will be paid $50.00 per hour. Group parenting sessions are $25.00 per hour per participant. AFCBT rates will be similarly aligned

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
The programs noted above may be Medicaid or private insurance eligible The subcontractor intends to use grant funds prior to billing Core for this Core contract year.

Service Name: Parent Child conflict/Mediation

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
Parent Child Conflict/Mediation

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
The Parent Child Conflict/Mediation (PCC) program is designed to serve adolescents and their families who come to the attention of the Department in the midst of a family crisis. In designing and implementing the Hub, the community envisioned that conferencing/mediation would be one of the services offered to families. The reason that the community supports this type of intervention is that the success rate of both conferencing and mediation is well documented. Also, our community values families and believes that they are the most effective element in accomplishing positive change for themselves and their children.

   This program is intended to assist families in crisis and prevent out-of-home placement of youth ages ten (10) through eighteen (18). Mediation consists of one-on-one time with the mediator and the family, including the youth. The initial mediation can last anywhere from one to three hours depending upon the needs of the family. Families are offered additional sessions if needed. This is a short-term intervention, and cases are generally closed within 90 days. Sometimes, because of the initial mediation, it is determined that further intervention is necessary to serve the family. In these situations, the case is transferred to an on-going child protection caseworker. Family Group Conferences sometimes follow mediation services to assist the family in structuring a plan to maintain the youth at home or to safely reunify the youth with his/her family.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this is an original county designed program that is not supported without Core.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   The service is provided by staff with the department and the service already exists in Trails

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   This program serves youth who are in crisis and at risk of out of home placement. These youth are considered beyond the control of their parents and generally meet criteria for Program Area 4, but this service is available to PA3, PA5, and PA6 children. This service is also available to families who, without intervention, are at risk of continued involvement with the child welfare system. There is no service like this in the community, and it is not a Medicaid funded service.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   The time frame of service can range from 30 days to 6 months

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Each Mediator can carry a caseload of 5-10 cases per month depending upon the number of sessions required in the case. For example, if there are cases that require a Family Group Conference to be deemed appropriate, then the worker's caseload capacity would be reduced.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    The Mediators hold a Social Caseworker II position as defined in CCR 7.303.18 and is certified by the Colorado Department of Human Services as a Colorado Child Welfare Social Caseworker. They meet the education and experience qualifications to work in this job class and are supervised by the Family Engagement Team Supervisor, who is a Social Casework Manager for Larimer Children, Youth, and Families Division.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    D. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    The payment rate is based on the salary structure for a Social Caseworker II and for the Social Casework Manager in Larimer County.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
    No, this service cannot be funded by Medicaid

Service Name: Trust Based Relational Intervention (TBRI)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? Trust Based Rational Intervention – Caregiver Training, Promising

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA%, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Trust Based Relational Intervention (TBRI)

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   TBRI® is an evidenced-based parenting and intervention model developed by Dr. Karyn Purvis and Dr. David Cross at the Karyn Purvis Institute for Child Development (KPICD) at Texas Christian University. TBRI® has been built on a solid foundation of neuropsychological theory and research, tempered by humanitarian principles. It is a family-based intervention, designed for children who have experienced relationship-based traumas such as institutionalization, multiple foster placements, maltreatment, abuse, and/or neglect. TBRI® uses Empowering Principles to address physical needs, Connecting Principles for attachment needs, and Correcting Principles to disarm fear-based behaviors. While the intervention is based on years of attachment, sensory processing, and neuroscience research, the heartbeat of TBRI® is connection.

   TBRI® Caregiver Training is delivered by certified practitioners who have completed the TBRI® Practitioner Training. The full series consists of 21-24 hours of training. Training is offered in person or virtually. Participants may attend in-depth courses once they have completed the Introduction and Overview course.

   TBRI® is designed to meet the complex needs of children who have experienced adversity, early harm, toxic stress, and/or trauma. Because of their histories, it is often difficult for these children to trust the loving adults in their lives, which often results in perplexing behaviors. TBRI® offers practical tools for parents, caregivers, teachers, or anyone who works with children, to see the "whole child" in their care and help that child reach his highest potential.

   As a Core service option for Larimer County the TBRI® model will be utilized to provide caregiver training, support, and education for the following: families within the CYF programs; kinship families caring for children that are not currently maintained in their primary caregiver home; and Certified Foster Families working with children and families. The goal of this program is to increase engagement and interactions with parents and children involved within CYF by utilizing the TBRI® model.

5. Which Core Goal will the County Designed Service meet? This can be more than one.

- ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
- ➢ Prevent out-of-home placement of the child
- ➢ Return children in placement to their own home
- ➢ Unite children with their permanent families
- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   This service is innovative and unavailable without the support of Core Funding

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Two agencies provide this service, The Jacob Center and CASA of Larimer County, as well as an internal staff member that is a Practitioner.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Any family with an open PA3, PAA4, PA5 or PA6 case type. As a Core service option for Larimer County the TBRI® model will be utilized to provide caregiver training, support, and education for the following: families within the CYF programs; kinship families caring for children that are not currently maintained in their primary caregiver home; and Certified Foster Families working with children and families. The goal of this program is to increase engagement and interactions with parents and children involved within CYF by utilizing the TBRI® model.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Service can range from 3 to 9 months depending on family engagement and availability.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    The program does not have a defined workload standard. The ideal number of trainees in a class is 10-20

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).

Contractor must have a practitioner endorsed/certified in TBRI overseeing the training, support, and consulting, and be able to provide a TBRI caregiver support and training program to families, caregivers, and foster families.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    $25/hour to $50/hour

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
    No, this service is not Medicaid eligible.

Service Name: Therapeutic Supervised Visitation

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   (Therapeutic) Supervised Visitation

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**

This program serves families and children ages 0-18 and is designed to be a flexible service to meet the individual needs of a family with the goal to return children residing in out of home placement in a timely manner. Therapists provide short term, but intensive therapeutic intervention services to children and families in an office-based setting, providing families with strategies to improve the current level of functioning, decrease negative behaviors, and establish appropriate boundaries for family time between family members. This service interfaces with social workers, family members, and other therapists involved with the family. The goal is to put enough safety in place that the family can transition to a lower level or less restrictive type of visitation. All the Larimer County's providers have participated in trauma informed training and are invited to be participants in our local trauma informed practice group. Therapeutic Supervised Visitation can be assigned to support families at any point during the life of the case. The service time frame will average 6-12 sessions but may be provided longer depending on the individual circumstances within the case, the needs of the family, and the severity of the problem. This service is available to PA4, PA5, and PA6 children.

The work with each family is intense so Larimer does not provide an individual provider with more than three (3) Therapeutic Supervised Visitation referrals at any given time. Therapists are licensed and follow the criteria set by the Colorado Code of Regulations. They are trained in the areas of mandated reporting, safety, and basic knowledge of the child welfare system.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes and this service is not available without Core.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Larimer County Department of Human Services is contracting with the following agencies to provide Therapeutic Supervised Visitation at varied rates ranging from $45.00 per hour to $160.00 per hour. The agencies include A Blessing of Hope, Real Conversations, Clarvida, and Turning Point. Medicaid and other insurances do not cover the cost of therapeutic visitation as it is not deemed medically necessary.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   This program serves families and children ages 0-18 who re not living with their primary caregiver and designed to be a flexible service to meet the individual needs of a family with the goal to return children residing in out of home placement in a timely manner.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   The service time frame will average 6-12 sessions but may be provided longer depending on the individual circumstances within the case, the needs of the family, and the severity of the problem.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    The work with each family is intense so Larimer does not provide an individual provider with more than three (3) Therapeutic Supervised Visitation referrals at any given time.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    The work with each family is intense so Larimer does not provide an individual provider with more than three (3) Therapeutic Supervised Visitation referrals at any given time. Therapists are licensed and follow the criteria set by the Colorado Code of Regulations. They are trained in the areas of mandated reporting, safety, and basic knowledge of the child welfare system.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. “Family Conflict Management”: The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. “Parental Competency”: Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    E. “Personal and Individual Competency”: Families will show awareness in terms of self-esteem, victim awareness, management of one’s own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for

themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    Larimer County Department of Human Services is contracting with the following agencies to provide Therapeutic Supervised Visitation at varied rates ranging from $45.00 per hour to $130.00 per hour. Medicaid and other insurances do not cover the cost of therapeutic visitation as it is not deemed medically necessary.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
    No, this is not a Medicaid eligible service due to it being court ordered.

Service Name: Reconnecting Youth (Trauma and Resilience Assessment)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Reconnecting Youth

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   The purpose of this County Design Plan is to provide trauma-based assessments to children, youth, and adults who are experiencing trauma symptoms. Children and adolescents, ages 3-18, are eligible for an assessment if they meet the screening criteria in Trails. Adults who are actively involved in a DHS case and are 18 years or older, are eligible to complete a resilience assessment. This service is available to PA3, PA4, PA5, and PA6 children. The assessment process takes 60-120 days between collecting collateral information and contacting collaterals, testing and interview day, writing the comprehensive report and debriefing with the family and providing recommendations. The report is used by treatment teams to assist in obtaining child specific, trauma-based interventions that may be used in the home, community or school environment.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home
   - ➢ Unite children with their permanent families
   - ➢ Provide services that protect the child
   - ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative and only available through support from Core.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   Colorado State University, Trauma and Resiliency Center, and Willow Collective. The service and the detail is in Trails.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Children and adolescents, ages 0-18, are eligible for an assessment if they meet the screening criteria in Trails. Adults who are actively involved in a DHS case and are 18 years or older are eligible to complete a resilience assessment. This service is available to PA3, PA4, PA5, and PA6 children.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   The assessment process takes 60-120 days between collecting collateral information and contacting collaterals, testing and interview day, writing the comprehensive report and debriefing with the family and providing recommendations.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Each student is a graduate level student in the Marriage and Family Studies program at Colorado State University will have no more than two assessments at one time. The agency can complete four assessments per week. Each assessment has a supervisor assigned to it who oversees the work of the students.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    Staff completing the assessment will either have a minimum of a Master or be a graduate student under the supervision of Master's level clinicians within the Marriage and Family Studies program at Colorado State University will have no more than two assessments at one time. The agency can complete four assessments per week. Each assessment has a supervisor assigned to it who oversees the work of the students.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    1900.00 to 2400.00 per assessment. For Medicaid eligible clients, Contractor shall deduct the amount of Medicaid services billed in the month. The amount deducted will be based on the contractual rate with the Regional Accountable Entities (RAE) that covers the client. Contractor is allowed to bill the County for any denied Medicaid services that were deducted from the original invoice. The amount billed to the County will be based on the contractual rate with the RAE that covers the client.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
    For Medicaid eligible clients, Contractor shall deduct the amount of Medicaid services billed in the month. The amount deducted will be based on the contractual rate with the Regional Accountable Entities (RAE) that covers the client. Contractor is allowed to bill the County for any denied Medicaid services that were deducted from the original invoice. The amount billed to the County will be based on the contractual rate with the RAE that covers the client.

Service Name: Trauma informed Care/Services (Trauma Services)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? Yes and No, it is based on modality. Those that are include Parent-Chil Interaction Therapy (Well-supported), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Eye Movement Desensitization and Reprocessing – Standard Protocol (Supported)

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Trauma Informed Care/Service

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   The goal of this County Design is to provide trauma-based services to children and youth who are experiencing trauma symptoms. As part of the county design service, the Department will contract with providers to develop a service array specifically designed to address trauma symptoms. The service array will include but is not limited to; Trauma Treatment Coordinator, EMDR, Animal Assisted Therapy (AAT), Trauma Informed Parent-Child Assessments, PCIT, TF-CBT, Neuro-sequential Therapy, Trauma Systems Therapy, Hippotherapy and Neurofeedback, Universal White Time Healing and Reiki. All of the Larimer County's providers have participated in trauma informed training and are invited to be participants in our local trauma informed practice group. Children and adolescents, ages 0-18, this service is available to PA3, PA4, PA5, and PA6 children. Services will be provided for an average of 6-10 months but can extend up to 18 months.

   The workload standard varies based on specific service provided. All services will be contracted to outside providers; supervision and case to therapist ratio will be managed by each provider individually. Therapy services will be provided by Master's level therapists and most providers are licensed and follow the State statutes that apply to their provider type. Other trauma services will be provided by individuals with a minimum of a bachelor's degree who are overseen and supervised by an agency.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child
   - ➢ Return children in placement to their own home

- ➢ Unite children with their permanent families
- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative and only available through support from Core.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   All services will be contracted to outside providers; supervision and case to therapist ratio will be managed by each provider individually. Therapy services will be provided by Master's level therapists and most providers are licensed and follow the State statutes that apply to their provider type. Other trauma services will be provided by individuals with a minimum of a bachelor's degree who are overseen and supervised by an agency.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Children, adolescents, young adult and parents.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   Services will be provided for an average of 6-10 months but can extend up to 18 months.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    The workload standard varies based on specific service provided. All services will be contracted to outside providers; supervision and case to therapist ratio will be managed by each provider individually.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    All services will be contracted to outside providers; supervision and case to therapist ratio will be managed by each provider individually. Therapy services will be provided by Master's level therapists and most providers are licensed and follow the State statutes that apply to their provider type. Other trauma services will be provided by individuals with a minimum of a bachelor's degree who are overseen and supervised by an agency.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

    A. "Family Conflict Management": The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

    B. "Parental Competency": Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.

    D. "Resources Access Competency": Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.

    E. "Personal and Individual Competency": Families will show awareness in terms of self-esteem, victim awareness, management of one's own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one's own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).

    The rates for services are varied based on the service intensity, provider, and location of service (in-home or office based). The rate of payment range is $75.00 per hour for individual interventions to $3,200 per month for intensive trauma focused work with families and/or caregivers. Animal Assisted Therapy is contracted at $115.00/episode. Trauma Service providers include Colorado State University, Northern Colorado Youth for Christ, Graceful Oaks Youth Ranch, Jacob Family Services, Specialized Alternatives for Families and Youth (SAFY), SummitStone Health Partners, Hearts & Horses, Turning Point and Willow Collective.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?

    Medicaid can be billed for all of the services, at least in part. Larimer County has worked diligently to assist providers to enroll with Health Care Policy and Finance and connecting our providers to the Regional Accountable Entities that may oversee our children and youth. Each of the providers listed above are also Medicaid enrolled providers except for Graceful Oaks and Hearts & Horses which do not provide Medicaid covered services. Current practice is at the time of referral, Larimer requests the provider bill services to Medicaid and if there is an activity provided that is not covered by Medicaid, the provider is able to bill Core with the permission of the Program Manager.

The Trauma Treatment Coordinator program has aspects of programming that are Medicaid billable, and one agency has figured out how to bill some codes to Medicaid and then bill Larimer County for activities not covered by Medicaid. The process is very cumbersome and the other two agencies have chosen not to create a blended funding model because they do not have staffing to support that activity. Larimer County will continue to encourage our Core providers to maximize Medicaid billing. Our RAE region will change next year and not knowing who the contracting agency will be, has put us on a holding pattern for the moment in our efforts to encourage new practices in Medicaid billing for the Core providers.

Service Name: Accelerated Parenting (Visitation Coaching)

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? No If yes, what is the name of the EBS and rating?

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   Accelerate Parenting (Visitation Coaching)

4. Describe the service and components; define the goals of the program **7.303.11 Program Goals**
   Visitation Coaching is a supportive approach to assist parents during family time with children who are in out-of-home care using "coaching", a vital and engaging intervention uniquely designed to teach parents how to attune to their own needs so they can better identify and respond to those of children. This intervention decreases the time in out of home care, assists with transition back into the home and prepares the parents for sustainable reunification and strengthens the parent child relationships and connectivity. The Contractor's program follows the four principles of visit coaching; empowerment, empathy, responsiveness, and active parenting. The service focuses on reaching agreement with the parent about the child's needs to be met during family time, connected to the risks that brought the child into care. Supportive reminders are provided to parents immediately before and during family time of the plan to meet the needs of the children. The goal of the program is safely reunifying children with their parents in a safe environment.

5. Which Core Goal will the County Designed Service meet? This can be more than one.
   - ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
   - ➢ Prevent out-of-home placement of the child

- ➢ Return children in placement to their own home
- ➢ Unite children with their permanent families
- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative and only available through support from Core.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   This service runs a fee for service and is provided by KPJ First Services, 3Cs parent Connections, A Blessing of Hope, Echelon, RE Services, Real Conversations, Jacob Family Services and Clarvida.

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Children and adolescents, ages 0-18 and who meet eligibility criteria of PA4, PA5, and PA6 children. Visitation Coaching can be assigned to support families at any point during the life of the case.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   The service time frame will average two to six months but may be provided longer depending on the individual circumstances within the case, the needs of the family, and the severity of the problem.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    Visitation Coaches will carry no more than 12 at-risk families on their caseload at any given time.

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    The contracted agencies will provide supervision in context of specific clinical requirements, if any. Parent Visitation staff are trained in the areas of mandated reporting, safety, and basic knowledge of the child welfare system. The providers of these services will meet all state regulations for licensure/certification and shall meet the minimum qualifications, as defined in Section 7.000.6 of Volume VII.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**

A. “Family Conflict Management”: The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

B. “Parental Competency”: Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.

C. “Household Management Competency”: Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.

D. “Resources Access Competency”: Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.

E. “Personal and Individual Competency”: Families will show awareness in terms of self-esteem, victim awareness, management of one’s own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one’s own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).

    The contracting agencies charge between $100.00 and $125.00 per hour. The Core program estimates it will spend $61,673 on this program per year.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?

    This service is part of the Family Time continuum for Larimer, and we believe it helps parents who have struggled in other parenting time modalities because this program allows for individualization. Medicaid or other insurance does not cover the cost of this type of service.

15.

Service Name: High Fidelity Wraparound

1. Is this an Evidence-Based Service (Title IV-E Prevention Services Clearinghouse)? Yes If yes, what is the name of the EBS and rating? Intensive Care Coordination Using High Fidelity Wraparound/High Fidelity Wraparound, Promising

2. What Program Area(s) is the service available through (e.g. PA3, 4, 5, and/or 6)?
   PA3, PA4, PA5, PA6

3. What is the name of the service or program? **7.303.1 Definitions**
   High Fidelity Wraparound

4. Describe the service and components; define the goals of the program 7**.303.11 Program Goals**
   Intensive Care Coordination Using High Fidelity Wraparound (Wraparound) uses an individualized, team-based, collaborative process to provide a coordinated set of services and supports. It is typically targeted toward children and youth with complex emotional, behavioral, or mental health needs, and their families. Throughout the process, youth and their families work with a care coordinator who convenes, facilitates, and coordinates efforts of the wraparound team. The care coordinator further helps the family navigate planned services and supports, including informal and community-based options; tracks progress and satisfaction to revise the plan of care as needed; and ensures program fidelity.

   Wraparound has four phases. In Phase 1, a care coordinator learns more about the family, stabilizes immediate crises, and begins to orient the youth and their family to Wraparound. Together, the care coordinator, youth, and family identify the strengths, needs, culture, and goals of the youth and their family. The care coordinator engages other family members, friends, and care providers to serve as members of the wraparound team. In Phase 2, the team develops an initial care plan that identifies needs, services, strategies, action steps, and outcomes to achieve over the course of Wraparound. The team also updates the initial crisis and safety plan. In Phase 3, the team implements the care plan, and each team member focuses on action steps assigned to them. The team meets regularly and uses progress and satisfaction monitoring to identify modifications to the plan and celebrate successes. In Phase 4, the team creates a transition plan that includes community-based supports and services for the youth and family.

5. Which Core Goal will the County Designed Service meet? This can be more than one.

- ➢ Focus on the family strengths by directing intensive services that support and strengthen the family and/or protect the child
- ➢ Prevent out-of-home placement of the child
- ➢ Return children in placement to their own home
- ➢ Unite children with their permanent families
- ➢ Provide services that protect the child
- ➢ To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, supervised independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

6. Is this service innovative and/or otherwise unavailable in this county?
   Yes, this service is innovative, and Core helps to create a full continuum to support families.

7. Who will provide the service? Is a new Trails service detail necessary or is the service detail already in Trails? **7.303.12 Access**
   This service will be contracted out, yes, it already exists in Trails

8. Define the eligible population to be served. **7.303.13 Program Eligibility**
   Wraparound is typically targeted toward children and youth birth to age 21 with complex emotional, behavioral, or mental health needs, and their families.

9. Define the time frame of the service. **7.303.15 Service Time Frames**
   During *Phase 1* of Wraparound, which lasts 1–4 weeks, the care coordinator conducts an initial 1- to 3-hour meeting with the youth and family and engages all potential additional team members. In *Phase 2*, completed within the first 30–45 days of referral, the wraparound team meets once or twice for up to 90 minutes per meeting. During *Phase 3*, which varies in duration, the wraparound team typically meets for 60–90 minutes every 4 weeks or as needed. Wraparound support in *Phase 3* typically continues until the wraparound team determines that Wraparound is no longer needed. At that point, the team begins *Phase 4* and holds meetings as needed to prepare the youth and family for transitioning out of Wraparound services.

10. Define the workload standard for the program. **7.303.16 Workload Standards**
    6 to 10 families per worker

11. Define the staff qualifications for the service (e.g., Social Caseworker I/III or equivalent in rule).
    Wraparound is implemented by care coordinators with participation from additional team members depending on family needs, such as parent and youth support partners, direct support service providers, and clinicians. The process is supported by program supervisors/directors and administrative staff. Education requirements are determined by the organization implementing Wraparound and the specific role.

    Training is recommended for care coordinators implementing Wraparound. The National Wraparound Implementation Center (NWIC) provides training, written protocols, assessment tools, and implementation support to states, sites, and organizations implementing Wraparound. Following training, care coordinators may go through an apprenticeship phase where they observe a peer or supervisor implementing Wraparound, practice implementing Wraparound while being observed, and receive coaching feedback and skill assessment.

12. Which performance indicators will be achieved by the service? **7.303.17 Performance Indicators**
    A. “Family Conflict Management”: The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.
    B. “Parental Competency”: Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.
    C. “Household Management Competency”: Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and families activities.
    D. “Resources Access Competency”: Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.
    E. “Personal and Individual Competency”: Families will show awareness in terms of self-esteem, victim awareness, management of one’s own history of victimization, sex education, peer relationships enhancement establishing appropriate physical and emotional boundaries for themselves and for their children, demonstrating assertive behavior, and assuming responsibility for one’s own behavior.

13. What is the rate of payment (e.g., $100.00 per session/episode).
    To Be Determined based on RFP response and contracts.

14. Can this service be funded by Medicaid or private insurance instead of Core? If yes, why is the county seeking to fund the service through Core? What is the process the county will follow to confirm the service cannot be covered by Medicaid, private insurance, or another entity prior to Core use? What

is the process the county will follow to work with their local Regional Accountability Entity (RAE) and/or the Behavioral Health Administration (BHA) to address coverage needs in the area?
Yes, this can be supported by Medicaid but limitations on target population based on Medicaid guidelines will limit access for the community. Medicaid or other funding sources would always be prioritized before utilizing Core funding.

CORE SERVICE AVAILABILITY PER PROGRAM AREA

Using the chart below, identify what program area populations will be captured under your Core Services for each Service:

SERVICE	Included in (PA3) (Prevention)	Included in (PA4) (Youth in Conflict)	Included in (PA5)	Included in (PA6) (Adoption at risk of disruption, FYIT)
Home-Based Intervention	Yes	Yes	Yes	Yes
Intensive Family Therapy	No	Yes	Yes	Yes
Sexual Abuse Treatment	Yes	Yes	Yes	Yes
Day Treatment	No	Yes	Yes	Yes
Life Skills	Yes	Yes	Yes	Yes
SEA - (Special Economic Assistance)	No	Yes	Yes	Yes
Aftercare Services	No	Yes	Yes	Yes
Mental Health Services	Yes	Yes	Yes	Yes
Substance Abuse Treatment	Yes	Yes	Yes	Yes
County-Designed Service (Optional)	Yes	Yes	Yes	Yes

Reminders:

- Definition of services that may be included in Core Services Programs - Volume 7.303.1.
- Definition of service elements that may be included in Core Services Programs (Collateral, Concrete, Crisis Intervention, Diagnostic and Treatment Planning, Hard, Therapeutic) Volume 7.303.14.
- Special Economic Assistance is limited to no more than $2,000 per family, per 12-month time frame, in the form of cash and/or vendor payment to purchase hard services.
- Any services or service elements that are eligible for coverage by Medicaid, private insurance, or another entity shall not be paid for with Core dollars. Core may only be used when private insurance and/or other funding sources are exhausted, insufficient, or inappropriate (7.304.662) and the service is needed to prevent out of home placement or to facilitate a return home from out of home placement.

COUNTY STAFF FUNDED BY THE CORE SERVICES PROGRAM (IF APPLICABLE)

County(ies): Larimer

How many county staff are funded using your county's Core Services Allocation? Total

Using the list below, please document the total number of FTEs according to what area of child welfare they spend the most time working in.

Example: FTE job duties include 50% Family Engagement Facilitator funded through Core and 50% Intake funded through Child Welfare Block. Only list the Family Engagement Facilitator portion of the position.

Position	Total Number of FTEs	Program Area
Example: Family Engagement Facilitator	*.50*	*PA3*
Family Engagement/Family Option	5	PA4, PA5, PA6
Life Skills/Family Time Workers	7.5	PA4, PA5, PA6
Mediation/Conflict Management	2	PA3, PA4, PA5, PA6
Mentoring/Family Partnerships	6	PA4, PA5, PA6
Total number of county staff funded through Core:		

Position	Total Number of FTEs	Program Area

CORE SERVICES PROGRAM

OVERHEAD/PROGRAM ADMINISTRATION COST for CORE SERVICES STAFF

*****OPTIONAL PAGE – ONLY USE IF YOUR COUNTY WISHES TO CLAIM OVERHEAD/PROGRAM ADMINISTRATION COSTS*****

1. DIRECT SERVICE
    a. Total Core Services salary/Fringe/Travel/Operating Costs of Line Core Service Workers and their Immediate Supervisors _3,010,262_____
    b. Formula Percentage Allowed for Overhead/Program Administration Costs ____8%____
    c. Provided Service Overhead/Program Administration Costs (A X B) _____240,820_____
2. PURCHASED SERVICE
    a. Purchased Service Dollar Amount __$1,396,231_____
    b. Formula Percentage Allowed for Overhead/Program Administration Costs ____2.3%_____ $0 - 50,000 = 5%; $50,001 -100,000 = 4.9%
    c. For each $50,000 (in total expenditure) increase, the Overhead/Program Administration decreases by **.1** %.
    d. Allowed Amount for Overhead/Program Administration Costs (A X B) _____32,113_____
    e. Base Overhead/Program Administration Cost Allowed $500.00__29.4___
    f. Purchased Service Overhead/Program Administration Costs (C + D) ___$32,142_____
3. TOTAL OVERHEAD? PROGRAM ADMINISTRATION COSTS (1C + 2F) _____

Formula to determine overhead/program administration cost by service:

Step 1: Total provided service cost (by service) x 8% = provided service overhead/program administration cost

Step 2: Total purchased service cost (by service) x % listed in 2B = Y, $500 divided by number of purchased service = Z, then Y + Z = overhead/program administration cost

Step 3: Provided service overhead/program administration cost plus purchased service overhead cost equals total overhead/program administration cost

COMBINED BUDGET / CORE SERVICES PROGRAM

County(ies):			
CFMS Function Code (N/A if not applicable):	**Service Name:**	**80/20 Allocation Percentage**	**100% Allocation Percentage**
1700	Home-Based Intervention	1.8	2.7
1710	Intensive Family Therapy	<1	<1
1740	Sexual Abuse Treatment	4.2	
1730	Day Treatment	<1	
1720/1820	Life Skills	4.4	53.5
1794	County-Designed Service – **Child Mentoring Family Support (Coaching)**	6.9	
1764/1864	County-Designed Service – **Family Options Program I, II, III**	19.8	29
1825	County-Designed Service – **Functional Family Therapy**	<1	
1747/1847	County-Designed Service – **Foster Care and Adoption Support**	<1	<1
1766/1866	County-Designed Service – **Mentoring (Family Partnerships Program)**	29.8	
1778	County-Designed Service – **Multi Systemic Therapy**	<1	
1771	County-Designed Service – **Parent Education**		<1

1790/1890	County-Designed Service – **Parent Child Conflict Mediation**	10.9	
1751	County-Designed Service – **TBRI®**	<1	
1761	County-Designed Service – **(Therapeutic) Supervised Visitation**	1	
1727	County-Designed Service – **Reconnecting Youth (Trauma Assessments)**	4	
1751/1851	County-Designed Service – **Trauma Informed/Care Services**	8.8	
1781	County-Designed Service – **Accelerated Coaching (Visitation Coaching)**	2.2	
1708	County-Designed Service **- High Fidelity Wrap**	1	
1854	SEA - (Special Economic Assistance)		6.4
1791	Aftercare Services		
1845	Mental Health Services	4.3	4
1850	Substance Abuse Treatment		3.4
Totals: ***The percentage for each column must total 100%***		***100%***	***100%***

*** CFMS Function Codes 17xx denotes 80/20 allocation and 18xx denotes 100% allocation funded Core Service

RESOURCE LIST

1. Core Contract Mandatory Language Example (Google Doc)
2. Example SFY 2026-2027 Core Services Plan (Google Doc)
3. SYF 2026-2027 Core Services Plan II Template (Google Doc)
4. Volume 7 - Child Welfare (12 CCR 2509-4)
5. Volume 7 - Overview of Child Welfare Services (12 CCR 2509-1)
6. Volume 7 - Child Welfare Services (12 CCR 2509-4)
7. Core Services Handbook (Google Doc)
8. DocuSign Visual Guide (PDF)

COLORADO
Office of Children, Youth & Families
Department of Human Services

CORE SERVICES PLAN II

SECOND YEAR OF A THREE-YEAR PLAN

SFY 2024 - 2025

SFY 2025 - 2026

SFY 2026 - 2027

Larimer	COUNTY(IES):

Please complete the REQUIRED Core Services Plan II Budget page. If the Core Services Plan II funding is used for a County Designed service/program not detailed in the SFY 2026-2027 Core Services Plan, please complete the Core Services Plan II County Designed Service page for each service.

- County Designed Service page **IF NECESSARY**
- Core Services Plan II Budget page **REQUIRED**

Counties that have overspent their Core allocation from the previous year may qualify for Core Services Plan II Funding. A Core Services Plan II is submitted annually in addition to the Core Services Plans. The purpose of Core Services Plan II is to provide counties with additional funding to provide additional Core Services. If counties are interested in submitting a Core Services Plan II, they must submit the Core Services Plan II along with the Core Services Plan. Counties will be notified of their Core II Plans status and funding by the Colorado Department of Human Services' Division of Child Welfare Core Services team. Please consider applying only if you meet eligibility.

Core Services Plan II

County Designed Service

If the funding will be used for a County Designed service/program not detailed in the current Core Services Plan, additional information below must be provided:

All services outlined in the Core Plan.

Core Services Plan II

BUDGET PAGE

SFY 2026-2027

CFMS Function Code	Service Name	Total Funds 80/20 1700	Total Funds 100% (Core, SEA, Substance Abuse, Mental Health) 1800	How will the funds be used?	**TOTAL FUNDS**
1700	Home-Based Intervention	**28,648**			28,648
1820	Life Skills	**176,430**	311,192		487,622
1764	County-Designed Service – **Family Options Program**	**69,365**			**80,579**
1854	SEA - (Special Economic Assistance)		**3,000**		**3,000**
1794	County-Designed Service – **Child Mentoring Family Support (Coaching)**	**119,912**			**119,912**
1772	County-Designed Service – **Foster Care and Adoption Support**	**23,998**			**23,998**
1727	County-Designed Service – **Reconnecting Youth (Trauma Assessments)**	**10,000**			**10,000**
1751	County-Designed Service – **Trauma Informed/Care Services**	**150,054**			**150,054**
1766	County-Designed Service – **Mentoring (Family Partnerships Program)**	292,677			**292,677**
				TOTAL	1,191,387

CFMS Function Codes 17xx denotes 80/20 funded Core Service

CFMS Function Codes 18xx denotes 100% funded Core Service

CFMS Functions Codes for Family Stability Services will be determined by funding source.

Agreements

Item Name: Document Title: Volunteers of America Colorado Home Delivered Amendment AMEND1618501
Submitted by: Kate Metz
Department: Human Services
Description: The Larimer County Department of Human Services (County) is requesting to amend the Contract with Volunteers of America Colorado Branch (Contractor) by extending the term of the Contract through June 30, 2027. Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two (2) or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.
Term: extending the term of the Contract through June 30, 2027
Named Parties: Larimer County Department of Human Services (County) and Volunteers of America Colorado Branch (Contractor)
Total Dollar Amount: $408,831.45

Attachments:

1.	AMEND1618501	AMEND1618501.pdf

Docusign Envelope ID: 07476185-CB1F-8AA1-82CA-35E0ECA47B68

Amendment Three To The Contract Between
Larimer County Department of Human Services
and
Volunteers of America Colorado Branch

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 Volunteers of America Colorado Branch (Contractor), whose address is: 2660 Larimer Street, Denver, CO US 80205.

II. **Purpose of Amendment.** The original Contract, dated July 1, 2025, required the Contractor to provide Home Delivered Meals, Counseling, and Education for a total Contract amount that shall not exceed one hundred thirty three thousand seven hundred sixty nine dollars ($133,769.00) with an expiration date of June 30, 2026.

Amendment One, dated October 2, 2025, amended the original Contract to: a) increase the shall not exceed amount by forty-three thousand eight hundred thirteen dollars ($43,813.00) for a total shall not exceed amount of one hundred seventy-seven thousand five hundred eighty-two dollars ($177,582.00).

Amendment Two, dated April 16, 2026, amended the original Contract to: a) increase the shall not exceed amount by twenty-six thousand eight hundred thirty-four dollars and eighty-five cents ($26,834.85) for a total Contract dollar amount of two hundred four thousand four hundred sixteen dollars and eighty-five cents ($204,416.85).

This Amendment shall constitute the third 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 two hundred four thousand four hundred fourteen dollars and sixty cents ($204,414.60) for a total Contract dollar amount of four hundred eight thousand eight hundred thirty-one dollars and forty-five cents ($408,831.45).

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 four hundred eight thousand eight hundred thirty-one dollars and forty-five cents ($408,831.45)."

Docusign Envelope ID: 07476185-CB1F-8AA1-82CA-35E0ECA47B68

(a) This amount supersedes and replaces all references to the total Contract amount of one hundred thirty three thousand seven hundred sixty nine dollars ($133,769.00) in the original Contract and Exhibit A, Scope of Work.

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, OOA 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; Amendment Two, consisting of three (3) pages, and this Amendment Three, 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";

   (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.

Docusign Envelope ID: 07476185-CB1F-8AA1-82CA-35E0ECA47B68

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.

Docusign Envelope ID: 07476185-CB1F-8AA1-82CA-35E0ECA47B68

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:
Volunteers of America Colorado Branch

DocuSigned by:
Chiyoka Yokota
27C9880C2E604C7...
Contractor

6/30/2026
Date

COUNTY:
Board of County Commissioners
Larimer County, Colorado

BY: _____
Chair

_____
Date

ATTEST:

_____
Deputy Clerk

_____
Date

Department of Human Services

_____
Heather J. O'Hayre, Director

_____
Date

County Attorney's Office Approved Template October 3, 2025

Agreements

Item Name:
Document Title: Volunteers of America Colorado Congregate Meals Amendment AMEND1618530
Submitted by: Kate Metz
Department: Human Services
Description: This contract between the Larimer County Department of Human Services and the Volunteers of America Colorado Branch provides community nutrition services, which include congregate meals, counseling, and education. Additionally, it supports a "Grab and Go" subservice for the congregate meal program that enables older adults aged 60 and older to pick up, carry out, or drive through to receive nutritious meals as an alternative to traditional congregate dining.
Term: Effective Date to June 30, 2027
Named Parties: Department of Human Services (“County”) and Volunteers of America Colorado Branch (Contractor)
Total Dollar Amount: $557,100.65

Attachments:
1. AMEND1618530 AMEND1618530.pdf

Docusign Envelope ID: AD68FDBC-F3BC-87F0-81DA-DDEE2C84578E

Amendment Three To The Contract Between
Larimer County Department of Human Services
and
Volunteers of America Colorado Branch

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 Volunteers of America Colorado Branch (Contractor), whose address is: 2660 Larimer Street, Denver, CO US 80205.

II. **Purpose of Amendment.** The original Contract, dated July 1, 2025, required the Contractor to provide Nutrition Services- Congregate Meals, Counseling, and Education for a total Contract amount that shall not exceed two hundred five thousand eight hundred ninety eight dollars ($205,898.00) with an expiration date of June 30, 2026.

Amendment One, dated October 7, 2025 amended the original Contract to: a) increase the shall not exceed amount by one hundred forty-six thousand two hundred eighty-four dollars ($146,284.00) for a total shall not exceed amount of three hundred fifty-two thousand one hundred eighty-two dollars ($352,182.00).

Amendment Two, dated April 22, 2026, amended the original Contract to: a) reduce the shall not exceed amount by twenty-six thousand eight hundred thirty-four dollars and eighty-five cents ($26,834.85) for a total Contract dollar amount of three hundred twenty-five thousand three hundred forty-seven dollars and fifteen cents ($325,347.15).

This Amendment shall constitute the third 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 two hundred thirty-one thousand seven hundred fifty-three dollars and fifty cents ($231,753.50) for a total Contract dollar amount of five hundred fifty-seven thousand one hundred dollars and sixty-five cents ($557,100.65).

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, 2026."

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 five hundred fifty-seven thousand one hundred dollars and sixty-five cents ($557,100.65)."

Docusign Envelope ID: AD68FDBC-F3BC-87F0-81DA-DDEE2C84578E

(a) This amount supersedes and replaces all references to the total Contract amount of two hundred five thousand eight hundred ninety eight dollars ($205,898.00) 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: Volunteers of America Colorado Branch		
Program	Federal/State Grant Funds Awarded	Unit Cost
Nutrition Services-Congregate Meals, Grab and Go, Counseling, and Education	$231,753.50	$16.31

*Available units are entered into the OAA-SYS® ("Oasis": Older Americans Act – System) by the County.
** Funds may be moved between the Service Type- Congregate meals and the Sub-Service type- Grab and Go without a contract amendment

4. The following language will be incorporated in Section II. Definitions in Exhibit A, Scope of Work:

"F. **Grab and Go** — A subservice of the congregate meal program that allows older adults (60+) to pick up, carry out, or drive-through to receive nutritious meals, rather than eating in a traditional congregate setting."

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-nine (59) pages; Exhibit A, Scope of Work; Exhibit B, Cost Detail; Exhibit C, Insurance Requirements; Exhibit D, Business Associate Agreement; Exhibit E, OOA 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; Amendment Two, consisting of three (3) pages; and this Amendment Three, 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";

   (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:
Volunteers of America Colorado Branch

DocuSigned by:
Chiyoka Yokota
27C9880C2E604C7...
Contractor — 7/1/2026 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
229AF27BB16E406...
Heather J. O'Hayre, Director — 7/6/2026 Date

County Attorney's Office Approved Template October 3, 2025

Agreements

Item Name: Document Title: First Amendment to: Subgrantee Agreement Between Larimer County, Colorado and the Larimer Conservation District
Submitted by: Brad Maggetti
Department: Office of Emergency Management
Description: An amendment to the scope of work and budget of our Colorado Strategic Wildfire Action Program (COSWAP) grant (awarded 2024), requested by the Larimer Conservation District to more effectively reduce wildfire risk in the North Cherokee Park WUI, improve forest health and resilience, and protect source water and water infrastructure.
Term: October 29, 2024 - August 31, 2027
Named Parties: Larimer Conservation District, Larimer County
Total Dollar Amount: $636,000

Attachments:

1.	Amendment- LCD subgrantee agmt (COSWAP Grant)(Clean Copy) for signature (1)	Amendment- LCD subgrantee agmt (COSWAP Grant)(Clean Copy) for signature (1).pdf
2.	COSWAP LRI 2.0 Larimer County Amendment 1 Proposal (1) (2) (3)	COSWAP LRI 2.0 Larimer County Amendment 1 Proposal (1) (2) (3).pdf
3.	COSWAP LRI 2.0 Larimer County Amendment 1 CMS 206583 (1) (3)	COSWAP LRI 2.0 Larimer County Amendment 1 CMS 206583 (1) (3).pdf

FIRST AMENDMENT TO:
SUBGRANTEE AGREEMENT BETWEEN LARIMER COUNTY, COLORADO AND THE LARIMER CONSERVATION DISTRICT

The Board of County Commissioners of Larimer County, Colorado ("County") and the Larimer County Conservation District ("LCD") are parties to a Subgrantee Agreement Between Larimer County, Colorado and the Larimer Conservation District signed on October 16, 2024 and October 29, 2024, respectively (the "Agreement"). The Parties desire to amend the Agreement as follows:

1. The amount of Grant funds LCD is eligible to receive under the Agreement is reduced from $666,000 to $636,000.
2. The work to be performed by LCD under the Agreement is amended as provided in the updated Scope of Work set forth in Exhibit A-1; and the Grant budget is similarly amended by the updated Budget set forth in Exhibit B-1. Exhibits A-1 and B-1 are incorporated into the Agreement by this reference.
3. Except as modified by this First Amendment the terms of the Agreement remain unchanged and in full force and effect.

LARIMER CONSERVATION DISTRICT

7/1/2026

Gretchen Reuning DATE
Executive Director

BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO

Jody Shadduck-McNally DATE
Chair

ATTEST:

Deputy Clerk

Approved as to form:

County Attorney

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

EXHIBIT A-1

GRANTEE and FISCAL AGENT (if different)
Larimer County

PRIMARY CONTACT
Josh Roberts

ADDRESS
4872 Endeavor Dr., Suite 150, Johnstown, CO 80534

PHONE
970-619-4903 / 239-777-7117

EMAIL
josh.roberts@larimer.gov

PROJECT NAME
North Cherokee Park / Cedar Park

GRANT AMOUNT
Amount shall not exceed $1,100,000.00

FUND EXPENDITURE/CREW TIME END DATE
8/31/2027 or upon completion of the project.

INTRODUCTION AND BACKGROUND
The Colorado Strategic Wildfire Action Program (COSWAP) Landscape Resilience Investment grant was created to facilitate the planning and implementation of landscape scale, cross boundary wildfire mitigation to protect life, property and infrastructure.

TREATMENT OBJECTIVES
North Cherokee Park
- Goal 1: Reduction of wildfire risk for Wildland Urban Interface (WUI) communities
- Goal 2: Forest health and resilience
- Goal 3: Source water and water infrastructure protection

Cedar Park
- Goal 1: Wildfire risk reduction in high priority community
- Goal 2: Forest health and resilience
- Goal 3: Collaborative landscape-scale fuel reduction

BRIEF DESCRIPTION OF PROJECTS

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

The North Cherokee Park project is a coordinated, multi-organizational endeavor consisting of both mechanical thinning and outreach activities across multiple communities and on both private and State lands.

The Cedar Park project is a joint endeavor by the Loveland Fire Rescue Authority (LFRA) and the Big Thompson Watershed Coalition (BTWC) and consists of both mechanical and hand thinning treatments on private lands as well as outreach efforts in the Cedar Park area and Storm Mountain Community.

SCOPE OF WORK

Project: North Cherokee Park
Larimer Conservation District

- Location: 350 acres in the North Cherokee Park area, in Livermore. Within the Poudre River Ranch HOA (PRR), Diamond Creek Road Association (DCRA), Aspen Meadows Road Association (AMRA), 2-Bears/Weaver Ranch Road Association (WRRA), Pearl Beaver Rd., and Elk Meadows HOA (EMHOA) Communities.
- Treatment Type: Mechanical forest restoration
- Prescription:
    - Ponderosa stands: Avg. 20-30 sq. ft./acre BA favoring P. ponderosa in groups/clumps with large openings at least 2 tree lengths in size.
    - Lodgepole stands: Avg. 20 sq. ft./acre BA patch cuts. Large openings 200 ft.+ in diameter, with reserves of untreated small stands, 1/4acre - 3 acres in size.
    - Mixed conifer stands: Avg. 30 sq. ft./acre BA with some single individual trees,
    - groups/clumps, and reserves.
    - Retain: Old growth, aspen, snags, and P. Pine over Douglas-fir
    - Slash: removal via chip and haul or pile burning
- Partner roles:
  o LCD: planning, contracting, site administration, and project management.
  o Logging Contractor: Preference will be given to local logging contractors to complete the implementation.
  o CPRW: Continued landowner outreach and education in coordination with LCD/CPRW
  projects where appropriate.

Colorado State Forest Service (CSFS)

- Location: 40 acres in the North Cherokee Park area, in Livermore, on USDA Forest Service lands under the Cherokee Park Environmental Assessment Project. Adjacent to Diamond Creek Road Association and partner projects.
- Treatment Type: Mechanical forest restoration and fuels reduction
- Current Conditions: Primarily a mix of overstocked ponderosa pine and mixed conifer forests with inclusions of lodgepole pine forest type.
- Prescription:
    - Ponderosa pine / mixed conifer stands:

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

  - Range from 50-70 sq ft/acre. Averaging a BA of 65 sq ft/acre across the management unit
  - Desired future condition for NF: Vegetation treatments in P. ponderosa & mixed conifer forest types would result in a heterogeneous stand composed of (1) groups of trees clumped together, (2) individual trees within the matrix between groups, (3) & openings to facilitate an uneven-aged condition.
  - Clumps would vary in size from 2 to 20 trees, depending on current stand structure & favor older and larger diameter P. ponderosa in a dominant canopy position.
  - Individual trees retained would be older and larger diameter, selected for overall health and tree vigor with greatest percentage of live crown ratio
  - Openings would be located first where trees have been killed by MPB. The size of these openings would be determined by the extent of tree mortality that is present.
  - Retain: old growth, aspen, average of three snags per acre, & P. ponderosa over Douglas-fir & lodgepole pine
  - Species preference list: 1. Englemann spruce 2. Ponderosa pine 3. Limber pine 4. Douglas-fir 5. Lodgepole pine 6. Subalpine fir 7. Rocky mountain juniper
  - All trees over 20” stump diameter will be retained, regardless of species
  - Lodgepole stands:
  - Cut all standing dead and pile downed woody material
  - Average 2-3 snags per acre
  - All Stands:
  - CSFS Best Management Practices for logging, skid trails, watershed impacts, and site restoration will be followed with stipulations regarding these requirements outlined in logging contracts.
  - Slash: All merchantable logs will be hauled away, and slash will be piled. Piles will be burnt by USFS at a later date outside of the scope of this grant.
- Partner roles:
  - CSFS: planning, contracting, project administration, and management in coordination with USFS ARP CLRD utilizing the Good Neighbor Authority.
  - Logging Contractor: CSFS will solicit and procure a professional logging company to complete implementation.

Coalition for the Poudre River Watershed (CPRW)

- Location: North Cherokee Park area, in Livermore. Within the Elk Meadows HOA, Cherokee Meadows Road Association, Mill Creek Road Association communities

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

- Treatment: Funding received by CPRW under this grant will be used for education and project scoping/development efforts in the North Cherokee Park landscape. There is no physical treatment planned for CPRW to undertake but this outreach and engagement work will be aimed at preparing landowners for the possibility of treatment in the future as managed by either CPRW or LCD.
- Current Conditions: primarily a mix of overstocked ponderosa pine and mixed conifer forests.
- Partner roles: LCD: assist with outreach and education events in North Cherokee Park in areas where LCD and CPRW overlap geographically.

Colorado Parks and Wildlife (CPW)

- Location: In the North Cherokee Park area, in Livermore. 84 acres in the Upper Cherokee Wildlife Area.
- Treatment Type: Mechanical Forest Thinning for Wildlife
- Prescription:
  o Lodgepole stands: Avg. 40-60 sq. ft./acre BA patch cuts. Large openings 200 ft.+ in
  diameter, with reserves of untreated small stands, 1/4acre - 3 acres in size.
  o Mixed conifer stands: Avg. 50 sq. ft./acre BA with some single individual trees,
  groups/clumps, and reserves.
  o Retain: Old growth, aspen, snags, high use wildlife corridors
  o Slash: Removal via lop and scatter, pile burning, or chip and haul. Boles will be hauled off site.
- Partner Roles:
  o LCD: Assist with contracting, site administration and project management if needed.
  o CPRW: Outreach and education pertaining to CPW work planned within the Cherokee Park landscape.
  o Logging Contractor: Preference will be given to local logging contractors to complete the implementation.

Project: Cedar Park

Loveland Fire Rescue Authority

- Location: Cedar Park community
- Treatment Type: Hand thinning within the Home Ignition Zone around 10 structures
- Prescription: Defensible space treatments will follow National Fire Protection Association (NFPA) guidelines. Zone 1 (0-5’ from structure): remove any flammable vegetation, encourage home hardening and debris maintenance on roofs and decks. Zone 2 (5-30’ from structure): clear vegetation from propane tanks, create fuel breaks along driveways, remove ladder fuels, limb trees up to 6-10’ from ground, thin trees to create at least 18’ between crowns, thin trees to create at least 10’ between canopy and structure. Zone 3 (30-100’): remove small conifers growing between mature trees (ladder fuels), remove vegetation adjacent to storage sheds or other outbuildings, thin trees to create

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

6-12’ between canopy tops. Slash will be removed and processed using Air Curtain Burner, tree boles will be retained for firewood for the community or burned using Air Curtain Burner.

- Partner Roles: BTWC and LFRA will partner on landowner outreach and defensible space site assessments, LFRA will implement defensible space hand thinning and will lead Air Curtain Burner burn days, if applicable.

Big Thompson Watershed Coalition

- Location: 50 acres in Cedar Park community within the larger Storm Mountain area
- Treatment Type: Hybrid approach - mechanical forest restoration and hand thinning defensible space
- Prescription:
  o Ponderosa stands: Avg. 30-50 sq. ft./ac BA, range of 20-70 sq. ft./ac BA favoring
  Ponderosa pine in groups and individual trees, with groups up to 2 tree lengths apart,
  retaining old growth trees, snags, and aspen, promoting meadows and openings.
  o Mixed-conifer stands: Avg. 40-50 sq. ft./ac BA, range of 30-80 sq.ft/ac BA creating groups of trees with some reserves, favoring Ponderosa pine over Douglas fir, retaining old growth trees, snags, and aspen, promoting meadows and openings.
  o Slash will be hauled-off, burned in an air curtain burner, and/or retained as firewood for
  the landowner, with a contingency of chipping or masticating on site if aforementioned
  slash processing methods are not feasible.
- Partner Roles:
  o BTWC: project planning and oversight of forest restoration, partner on landowner
  outreach and defensible space site assessments, contract private logger for forest
  restoration implementation, continued outreach to landowners in Cedar Park
  o LFRA: partner on landowner outreach and defensible space site assessments, implement defensible space hand work, burn slash in air curtain burner, continued outreach to landowners in Cedar Park

BUDGET AND NARRATIVE

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

Matching Contributions	LCD	CPW	CPRW	CSFS	BTWC	LFRA	LC OEM						Total
Cash Match	$ 185,000.00	$ 37,500.00	$ -	$ -	$ 138,000.00	$ -	$ -						$ 360,500.00
In-kind Match	$ -	$ -	$ 2,500.00	$ -	$ -	$ -	$ 3,667.00						$ 6,167.00
Total	$ 185,000.00	$ 37,500.00	$ 2,500.00		$ 138,000.00	$ -	$ 3,667.00	$ -	$ -	$ -	$ -	$ -	$ 366,667.00

Total Proposal Budget	Complete the following budget table. Please use a seperate column for each of the projects within your proposal. Within each project column indicate the cost for implementation; the project management expenses should go within each project column within the personnel row. If you are requesting funding for personnel capacity outside of project management please use a seperate column and label it "Organization- Capacity Support". Indirect should only go in one cell within the Indirect column. Fill in the match using the totals from above.

Total Proposal Budget	North Cherokee Park Project				Cedar Park Project		Grant Management and Administration			Total COSWAP Share	In-kind Match	Cash Match	Proposal Total
	LCD	CPW	CPRW	CSFS	BTWC	LFRA	LC OEM						
Project Implementation (minimum 70% of COSWAP Share)	$ 540,000.00	$ 135,000.00	$ -	$ 30,000.00	$ 62,000.00	$ 100,000.00	$ -			$ 867,000.00		$ 360,500.00	$ 1,227,500.00
Personnel/Planning (maximim 20% of COSWAP Share)	$ 96,000.00	$ -	$ 9,000.00		$ 28,909.00	$ -	$ 30,000.00			$ 163,909.00	$ 6,167.00		$ 170,076.00
Indirect Costs (maximum 10% of COSWAP Share)	$ -	$ -	$ -		$ 9,091.00	$ -	$ 60,000.00			$ 69,091.00			$ 69,091.00
Total	$ 636,000.00	$ 135,000.00	$ 9,000.00	$ 30,000.00	$ 100,000.00	$ 100,000.00	$ 90,000.00	$ -	$ 90,000.00	$ 1,100,000.00	$ 6,167.00	$ 360,500.00	$ 1,466,667.00

North Cherokee Park

Personnel/Planning:

$96,000 of grant funds will be used for Larimer Conservation District's project manager and forestry staff time for treatment development, prescription marking, contractor procurement and oversight, post-treatment monitoring, partner communications and collaboration, project and staff oversight. (4 staff members).

$9,000 of grant funds will be used by the Coalition for the Poudre River Watershed (CPRW) to perform education and project scoping/development outreach with landowners from the Cherokee Meadows Road Association, Elk Meadows HOA, and the Mill Creek Road Association. (1 staff member)

Implementation:
Costs are estimated using a project appraisal process which identifies key metrics such as slope,
material harvested, distance to wood mills, etc. Costs are also compared to previous projects with
similar scope, scale, and geographic area.

Larimer Conservation District (LCD): $540,000 of grant funds will be used to implement up to 350 acres of forest restoration treatment on private land using local logging contractors.

Colorado State Forest Service (CSFS): $30,000 of grant funds will be used to implement 8 of the 40 acres (FRWRM covering the other 32 acres) of forest restoration and fuels reduction on public land using local logging contractors.

Colorado Parks and Wildlife (CPW): $135,000 of grant funds will be used to implement up to 84 acres of wildlife-focused forest restoration treatment on public land using local logging contractors.

Cedar Park:

Personnel/Planning:

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Personnel: $28,909 of grant funds will be used for BTWC staff time for forest inventories, treatment development, prescription marking, contractor procurement and oversight, post- treatment monitoring, partner communications and collaboration, project and staff oversight, mileage reimbursement for project site visits, and field supplies.

Implementation:
Costs are estimated based on 2023 contractor bids on similar restoration projects in the area and LFRA's projections for crew costs to implement defensible space.

Loveland Fire Rescue Authority (LFRA): $100,000 of grant funds will be used for defensible space work around 10 structures at $10,000/structure.

Big Thompson Watershed Coalition (BTWC): $62,000 of grant funds will be used to implement up to 50 acres of forest restoration treatment at $4,000/acre.

Grant Management, Indirect, and Match

Grant Management:

$30,000 of grant funds will be used by Larimer County Office of Emergency Management for grant management and administration.

Indirect:

$60,000 of grant funds will be used by Larimer County Office of Emergency Management for indirect costs relating to grant administration.
$9,091 of grant funds will be used by BTWC for indirect costs relating to grant administration.

Match:

$366,667 in match provided in partnership by LCD, BTWC, CPW, CPRW and OEM. LCD's cash match is coming from the NRCS Environmental Quality Incentives Program (EQIP), which is federal Farm Bill money. The CPW cash match is coming out of CPW's Forest Habitat Funds. In the case of both LCD and CPW, these matching funds will be used solely for implementation purposes. The source of funds for CPRW's in-kind activity is the NOCO Fireshed Fund which funds originate from NFF. The match provided from BTWC will all be coming from the Colorado State Forest Service (FRWRM) grant. LCOEM in-kind match will be staff time to coordinate and administer the grant.

PAYMENTS

Grantee shall initiate payment requests by invoice to DNR using the DNR invoice and match template. The Grantee may invoice DNR monthly or quarterly.

EXHIBIT B-1

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

Matching Contributions	LCD	CPW	CPRW	CSFS	BTWC	LFRA	LC OEM						Total
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Total Proposal Budget

Complete the following budget table. Please use a seperate column for each of the projects within your proposal. Within each project column indicate the cost for implementation; the project management expenses should go within each project column within the personnel row. If you are requesting funding for personnel capacity outside of project management please use a seperate column and label it "Organization- Capacity Support". Indirect should only go in one cell within the Indirect column. Fill in the match using the totals from above.

Total Proposal Budget	North Cherokee Park Project				Cedar Park Project		Grant Management and Administration			Total COSWAP Share	In-kind Match	Cash Match	Proposal Total
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Indirect Costs (maximum 10% of COSWAP Share)	$ -	$ -	$ -		$ 9,091.00	$ -	$ 60,000.00			$ 69,091.00			$ 69,091.00
Total	$ 636,000.00	$ 135,000.00	$ 9,000.00	$ 30,000.00	$ 100,000.00	$ 100,000.00	$ 90,000.00	$ -	$ 90,000.00	$ 1,100,000.00	$ 6,167.00	$ 360,500.00	$ 1,466,667.00

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GRANT AMENDMENT #1

COVER PAGE

State Agency
Colorado Department of Natural Resources
Executive Director's Office
Colorado Strategic Wildfire Program

Grantee
Larimer County

Current Agreement Maximum Amount
Entire agreement term for all applicable fiscal years:$1,100,000.00

Original Agreement Number
CMS 193713
CORE CTGG1 PAAA 2025*2326

Amendment Agreement Number
CMS 206583
CORE CTGG1 PAAA 2025*2326

Agreement Performance Beginning Date
September 10, 2024

Current Agreement Expiration Date
August 31, 2027

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE
Larimer County

Signature: Lori Hodges

Printed Name: Lori Hodges

Title: Director of EM

Date: May 20, 2026 | 10:57 AM MDT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Natural Resources
Dan Gibbs, Executive Director

Signature: Carly Jacobs

Printed Name: Carly Jacobs

Title: DNR Chief Financial Officer

Date: May 7, 2026 | 11:19 AM MDT

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature: Ion Cotsapas

Printed Name: Ion Cotsapas

Title: DNR Procurement Director

Amendment Effective Date: May 28, 2026 | 10:27 AM MDT

DNR Sept. 2025

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

1. **PARTIES**

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

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4. **PURPOSE**

The parties entered into the Agreement to perform wildfire risk reduction activities in the North Cherokee Park and Cedar Park. The purpose of this Amendment #1 is to modify the scope of work as described in §5.

5. **MODIFICATION**

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

A. Exhibit A is hereby updated and replaced by Exhibit A-1. All references to Exhibit A are updated and replaced by references to Exhibit A-1.

B. Exhibit B is hereby updated and replaced by Exhibit B-1. All references to Exhibit B are updated and replaced by references to Exhibit B-1.

C. Accessibility Requirements. In accordance with current Colorado law, the following provisions shall be added to the Agreement and/or replace any existing Agreement provisions that address these accessibility issues:

i. Section 16.K.i: "Grantee shall comply with the *Accessibility Standards for*

Docusign Envelope ID: A6D717C3-E05C-826A-8335-5187D3D4A684

Individuals with a Disability, as adopted by the Office of Information Technology pursuant to 24-85-103 C.R.S.".

ii. Section 16.K.ii: "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.".

6. **LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

Liquor License

Item Name:
Document Title: Liquor License Renewal ZGolf 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: Tavern
Request: Approval and Issuance

Attachments:

1.	Wedgewood Wedding & Banquet Center	Wedgewood Wedding & Banquet Center .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: 03-04400

Issued To: Zgolf Food & Beverage Services LLC

Business Name: Wedgewood Wedding & Banquet Center

Location: 3212 N Overland Trail
Laporte CO 80535

Mailing Address: 43385 Business Park Dr Ste 220
Temecula
CA 92590

Type of License: Tavern

Date Paid: 6/3/2026

Expiration Date: 6/17/2027

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 Special Event Permit 6%-The Family Center/La Familia
Submitted by: Deirdre O'Neill, Recording Ops Coordinator
Department: Clerk and Recorder
Establishment Name: Fort Collins Nursery Rock Garden Concert Series
Location: 2121 E Mulberry Fort Collins, Colorado
Named Parties: Dan Booth
License Type:Special Event Liquor Permit 6%
Request:Approval and Issuance

Attachments:
1. The Family Center — The Family Center.pdf

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: SP2026-012

Issued To: The Family Center/La Familia

Business Name: The Family Center/La Familia

Location: 2121 E Mulberry St
Fort Collins
CO 80524

Mailing Address: 309 Hickory St #5
Fort Collins
CO 80524

Type of License: Special Event Permit 6%

Event Date: 07/24/2026

5:00-9:00 pm

Larimer County 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

Miscellaneous

Item Name:
Document Title: Warranty Memorandum for Hough Planned Land Division - Planned Development, File No. 21-LAND4129
Submitted by: Shalana Lysaght, Business Ops Supervisor
Department: Community Development Department
Description: Request approval of the Warranty Memorandum for Hough Planned Land Division - Planned Development, File No. 21-LAND4129. The Warranty Memorandum is between the Board of County Commissioners of Larimer County, Colorado, and Nancy R. Hough. The two-year warranty period for all improvements required to be constructed pursuant to the Development Agreement commences on July 2, 2026, and expires on July 2, 2028. The warranty amount is $2,426.25.

Attachments:
1. WARRANTY MEMORANDUM WARRANTY MEMORANDUM.pdf

WARRANTY MEMORANDUM FOR HOUGH PLANNED LAND DIVISION – PLANNED DEVELOPMENT, FILE NO. 21-LAND4129

This Warranty Memorandum is made this 2nd day of July, 2026, between the Board of County Commissioners of Larimer, County, Colorado, ("County"), and Nancy R. Hough ("Developer"). County and Developer acknowledges and agrees:

1. This Warranty Memorandum is entered into as required by the Development Agreement for the Hough Planned Land Division recorded on March 25, 2026, at Reception No. 20260013567 of the Larimer County, Colorado records.

2. This Warranty Memorandum is a supplement to and part of the Development Agreement.

3. The two-year warranty period for ALL improvements required to be constructed pursuant to the Development Agreement commences on July 2, 2026 and expires on July 2, 2028.

4. Within 14 days of the date of this agreement, Developer shall furnish to County warranty collateral for improvements in the following form: Letter of Credit.

5. The amount of warranty collateral and the improvements for which the collateral is furnished are described on Exhibit "A" attached hereto and incorporated herein.

6. Developer understands they are warranting ALL improvements required to be constructed pursuant to the Development Agreement but is only being required to furnish warranty collateral for some, not all, of the improvements.

BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY, COLORADO

ATTEST:

_____
Chair

_____
Deputy Clerk to the Board

DEVELOPER:

_____
Nancy R. Hough

EXHIBIT A

Project Name: HOUGH PLD/PD-21-LAND4129

Please note: Separate costs are needed for on-site and off-site improvements

	Public Improvement Item	Units	Unit Cost	Est. Qty.	Item Cost
20.2.1 Erosion Control					
	Stockpile Topsoil	CY			$0.00
	Straw Bales	EA			$0.00
	Inlet Protection	EA			$0.00
	Silt Fence	LF	$3.00	0	$0.00
	Erosion Control Log (PCS, 1/23/2023)	*LF*	*$8.00*	*0*	$0.00
	Sediment Trap	EA		0	$0.00
	Seed, Mulch, Crimp	ACRES	########	0	$0.00
	Vehicle Tracking Pad	EA			$0.00
	Subtotal 20.2.1 Erosion Control				$0.00
20.2.2 Street Improvements					
	Clearing and Grubbing Lump Sum	LS	########	1	$1,000.00
	Removal of Structures and Obstructions	EA	$500.00	1	$500.00
	Subgrade Preparation	SY	$10.00	400	$4,000.00
	Excavation	CY			$0.00
	Borrow	CY			$0.00
	Fill	CY			$0.00
	Rock Excavation	CY			$0.00
	Filter Material	CY			$0.00
	Lime Treatment	SY			$0.00
	Gravel/Crushed Stone (PCS, 1/23/2024)	TONS	$30.00	35	$1,050.00
	Asphalt Patching	TONS			$0.00
	Asphalt Pavement (Hot Mix Asphalt)	TONS	$95.00	35	$3,325.00
	Base Course	TONS	$30.00	210	$6,300.00
	Concrete Pavement	SY-IN			$0.00
	Geotextile	SY			$0.00
	Riprap	CY			$0.00
	Survey Monuments	EA			$0.00
	Adjust Manholes	EA			$0.00
	Adjust Valves	EA			$0.00
	Adjust Monuments	EA			$0.00
	Median Cover Material (Concrete)	SY			$0.00
	Subtotal 20.2.2 Street Improvements				$16,175.00
20.2.3 Structures					
	Bridge Structure	EA			$0.00
	Culverts	EA	$0.00	0	$0.00
	18" RCP FES	EA	$0.00	0	$0.00
	Guardrail	LF			$0.00
	Railing (Pedestrian)	LF			$0.00
	Railing (Traffic)	LF			$0.00
	Headwalls	EA			$0.00
	Subtotal 20.2.3 Structures				$0.00
20.2.4 Pedestrian and Bikeway Facilities					
	Sidewalk Grading	SY			$0.00
	4-inch Thick Sidewalk	SY			$0.00
	6-inch Thick Sidewalk	SY			$0.00
	Directional Curb Ramp	SY			$0.00
	Corner Curb Ramp	SY			$0.00
	Mid Block Ramp	SY			$0.00
	Concrete Bikeway	SY			$0.00
	Sidewalk Chase	EA			$0.00
	Curb and Gutter Grading	LF			$0.00
	Curb and Gutter – Type II	LF			$0.00
	Curb and Gutter – Type I	LF			$0.00
	Glue-down Curb	LF			$0.00
	Subtotal 20.2.4 Pedestrian and Bikeway Facilities				$0.00

Please note: Separate costs are needed for on-site and off-site improvements

	Public Improvement Item	Units	Unit Cost	Est. Qty.	Item Cost
20.2.5 Street Lighting					
	Standard Pedestrian Light	EA			$0.00
	Standard Street Light	EA			$0.00
	Subtotal 20.2.5 Street Lighting				$0.00
20.2.6 Traffic Signals, Signing and Striping					
	Standard Street Signs	EA			$0.00
	Standard Sign Posts	EA			$0.00
	Standard Regulatory Signs	EA			$0.00
	Standard Speed Limit Signs	EA			$0.00
	Latex Paint (4 inches)	LF			$0.00
	Latex Paint (8 inches)	LF			$0.00
	Latex Paint (12 inches)	LF			$0.00
	Latex Paint (18 inches)	LF			$0.00
	Latex Paint (24 inches)	LF			$0.00
	Epoxy Pavement Marking (4 inches)	LF			$0.00
	Epoxy Pavement Marking (8 inches)	LF			$0.00
	Epoxy Pavement Marking (12 inches)	LF			$0.00
	Epoxy Pavement Marking (18 inches)	LF			$0.00
	Epoxy Pavement Marking (24 inches)	LF			$0.00
	Preformed Tape for Symbols & Crosswalks	LF			$0.00
	Preformed Thermoplastic	SF			$0.00
	Traffic Signals	EA			$0.00
	Subtotal 20.2.6 Traffic Signals, Signing and Striping				$0.00
20.2.7 Work Zone Traffic Control					
	Traffic Control	LS			$0.00
	Subtotal 20.2.7 Work Zone Traffic Control				$0.00
20.2.8 Storm Drainage Facilities					
	Grading	SY			$0.00
	Inlets	EA			$0.00
	Manholes	EA			$0.00
	Pipe (Material Type - Size)	LF			$0.00
	Trickle Channel (width)	LF			$0.00
	Outlet Structure (orifice plate)	EA			$0.00
	Subtotal 20.2.8 Storm Drainage Facilities				$0.00
20.2.9 Removals and Repair					
	Asphalt Patching	SY			$0.00
	15" ADS storm Culvert w/ FES	LF	$0.00	0	$0.00
	Fence Removal	LF	$0.00	0	$0.00
	Concrete Sidewalk R & R	SY			$0.00
	Concrete Curbwalk R & R	LF			$0.00
	Milling	SY			$0.00
	Asphalt Removal	SY			$0.00
	Subtotal 20.2.9 Removals and Repair				$0.00
20.2.10 Construction Surveying/Staking		LS	########	0	$0.00
	Subtotal 20.2.10 Construction Surveying/Staking				$0.00
20.2.11 Material Testing		LS	########	0	$0.00
	Subtotal 20.2.11 Material Testing				$0.00
20.2.12 Record Drawings		LS	$500.00	0	$0.00
	Subtotal 20.2.12 Record Drawings				$0.00
20.2.13 Construction Management					$0.00
	Subtotal 20.2.13 Construction Management				$0.00

Project Name: HOUGH PLD/PD-21-LAND4129

Please note: Separate costs are needed for on-site and off-site improvements

	Public Improvement Item	Units	Unit Cost	Est. Qty.	Item Cost
Water Line Construction					
	Water Mains				$0.00
	On-Site Water Supply Service				$0.00
	Fire Hydrants				$0.00
	Subtotal Water Line Construction				$0.00
Sewer Line Construction					
	Trunk Lines				$0.00
	Mains				$0.00
	Laterals or House Connections				$0.00
	On-Site Sewage Facilities				$0.00
	Subtotal Sewer Line Construction				$0.00
Other					$0.00
	Subtotal Other				$0.00

SUBTOTAL OF PUBLIC IMPROVEMENTS: $16,175.00

Additional 15% required by Section 12.6.2.C: $2,426.25

GRAND TOTAL OF PUBLIC IMPROVEMENTS: **$18,601.25**

Landscape Improvements:

Plant Materials				$0.00
Irrigation System				$0.00
Paving / Surfacing				$0.00
Structual Elements (Gazebo's, Benches, Fountains, etc.)				$0.00
Mulch / Weed Barrier Materials				$0.00
Edging / Tree Staking Materials				$0.00

SUBTOTAL OF LANDSCAPE IMPROVEMENTS: $0.00

Additional __% required by the Dev. Agreement $0.00

GRAND TOTAL OF LANDSCAPE IMPROVEMENTS: **$0.00**

ATTEST:	**BOARD OF COUNTY COMMISSIONERS LARIMER COUNTY** Chairman
	**DEVELOPER**

Miscellaneous

Item Name: Document Title: Stipulation for Lincoln Avenue Self Storage Owners LP as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. Lincoln Avenue Self Storage Owners LP Docket No. 2025BAA1488

Attachments:

1.	R0155772_202025BAA1488 Stip for BOE signature	R0155772_202025BAA1488 Stip for BOE signature.pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1488
County Schedule Number : R0155772

STIPULATION (As To Tax Year 2025 Actual Value)

LINCOLN AVENUE SELF STORAGE OWNER LP

vs.

LARIMER COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter into this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

LOT 1, NORTH LEMAY 1ST, FTC; LESS ROW TO CITY PER 20160074147

2. The subject property is classified as a Commercial property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

Land	$	967,880
Improvements	$	9,256,720
Total	$	10,224,600

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

Land	$	967,880
Improvements	$	9,256,720
Total	$	10,224,600

5. After further review and negotiation, the Petitioner(s) and County Board of Equalization agree to the following actual value for tax year 2025.

Land	$	967,880
Improvements	$	7,032,120
Total	$	8,000,000

6. The valuations, as established above, shall be binding only with respect to tax year 2025.

7. Brief narrative as to why the reduction was made:

After review of the actual income provided by petitioner, the value was reduced.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 08/11/2026 be vacated.

DATED this 18th day of May 2026

Petitioner(s) Representative
Address:
Keegan Conway
Ryan LLC
1999 Broadway Suite 4100
Denver, Colorado 80202
(720) 856-2503

CHAIR
LARIMER COUNTY BOARD OF EQUALIZATION

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970)498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970)498-7050

Miscellaneous

Item Name:
Document Title: Stipulation for Centerra Retail Shops LLC as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. Centerra Retail Shops LLC Docket No. 2025BAA1303

Attachments:

1.	R1640266 2025BAA1303 - TJP Stip Signed - For BOE (1)	R1640266 2025BAA1303 - TJP Stip Signed - For BOE (1).pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1303
County Schedule Number(s): R1640266

STIPULATION (As to Tax Years 2025 Actual Value)

CENTERRA RETAIL SHOPS LLC

vs.

LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS,

Respondent

Petitioner(s) and Respondent hereby enter into this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

   LOT 3, BLOCK 1, ROCKY MOUNTAIN VILLAGE 13TH SUB AMD LOTS 2 & 3, BLK 1 FTC (20060012614)

2. The subject property is classified as a Commercial property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

Land	$	6,738,712
Improvements	$	39,921,288
Total	$	46,660,000

4. After a timely appeal, the Larimer County Board of Equalization valued the subject property as follows:

:

Land	$	6,738,712
Improvements	$	39,921,288
Total	$	46,660,000

5. After further review and negotiation, the Petitioner(s) and the Larimer County Board of County Commissioners agree to the following actual value for tax years 2025.

Land	$	6,738,712
Improvements	$	28,161,288
Total	$	34,900,000

6. The valuations, as established above, shall be binding only with respect to tax years 2025.

7. Brief narrative as to why the reduction was made:

Market and income analysis justified a reduction in value for the subject property.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 7/27/2026 be vacated.

DATED this 24th day of June 2026

Petitioner(s) Representative
Address:

Ryan Law
c/o Trevor Pellerite
1999 Broadway, Ste 4100
Denver, CO 80202
(720)677-9939

CHAIR
Board of County Commissioners

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970)498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970)498-7050

Miscellaneous

Item Name:
Document Title: Stipulation for Mhb Ahv Kinston LLC as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. Mhb Ahv Kinston LLC Docket No. 2025BAA1283

Attachments:
1. 2025BAA1283 Stip for BOE 2025BAA1283 Stip for BOE.pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1283
County Schedule Number: SEE ATTACHED

STIPULATION (As To Tax Year 2025 Actual Value)

Mhb Ahv Kinston LLC

vs.

LARIMER COUNTY BOARD OF EQUALIZATION,
Respondent

Petitioner(s) and Respondent hereby enter this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

   See Attached

2. The subject property is classified as a Multi-Family property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

   See Attached

4. After a timely appeal to the Board of Equalization, the Board of Equalization valued the subject property as follows:

   See Attached

5. After further review and negotiation, the Petitioner(s) and County Board of Equalization agree to the following actual value for tax year 2025.

   See Attached

6. The valuations, as established above, shall be binding only with respect to tax year 2025.

7. Brief narrative as to why the reduction was made:

Actual development costs were supplied by the agent, and these were compared to the percent-complete information gathered on January 1, 2025. Reconciliation was made between the two numbers.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 08/25/3/2026 be vacated.

DATED The 1st day of June 2026

Patrick Dryaic

Petitioner(s) Representative
Address:

Ryan
1999 Broadway, Suite 4100
Denver CO 80202
Ethan.Horn@ryan.com

CHAIR

LARIMER COUNTY BOARD OF EQUALIZATION

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970) 498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970) 498-7050

PARCELNO 8502316004 8502317001 8502317002 8502317003 8502317004
8502317005 8502317006 8502317007 8502317008 8502317009 8502317010
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8502351001

1:

PARCELNO	LEGAL
8502316004	Lot 4, Block 1, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502317001	Lot 1, Block 2, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502317002	Lot 2, Block 2, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502317003	Lot 3, Block 2, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502317004	Lot 4, Block 2, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502317005	Lot 5, Block 2, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
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8502327003	Lot 3, Block 12, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
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8502327006	Lot 6, Block 12, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)

8502328001 Lot 1, Block 13, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
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8502333001 Lot 1, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502333002 Lot 2, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502333003 Lot 3, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502333004 Lot 4, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502333005 Lot 5, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502333006 Lot 6, Block 18, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
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8502336010 Lot 10, Block 21, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502336011 Lot 11, Block 21, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502336012 Lot 12, Block 21, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502336013 Lot 13, Block 21, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502336014 Lot 14, Block 21, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337001 Lot 1, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337002 Lot 2, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337003 Lot 3, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)

8502337004 Lot 4, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337005 Lot 5, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337006 Lot 6, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337007 Lot 7, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502337008 Lot 8, Block 22, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502338001 Lot 1, Block 23, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502338002 Lot 2, Block 23, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502338003 Lot 3, Block 23, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502338004 Lot 4, Block 23, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339001 Lot 1, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339002 Lot 2, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339003 Lot 3, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339004 Lot 4, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339005 Lot 5, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339006 Lot 6, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339007 Lot 7, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502339008 Lot 8, Block 24, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340001 Lot 1, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340002 Lot 2, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340003 Lot 3, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340004 Lot 4, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340005 Lot 5, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340006 Lot 6, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340007 Lot 7, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502340008 Lot 8, Block 25, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502341001 Lot 1, Block 26, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502341002 Lot 2, Block 26, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502341003 Lot 3, Block 26, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502341004 Lot 4, Block 26, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502342001 Lot 1, Block 27, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502342002 Lot 2, Block 27, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502342003 Lot 3, Block 27, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502342004 Lot 4, Block 27, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343001 Lot 1, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343002 Lot 2, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343003 Lot 3, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343004 Lot 4, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343005 Lot 5, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343006 Lot 6, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343007 Lot 7, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502343008 Lot 8, Block 28, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502344001 Lot 1, Block 29, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502344002 Lot 2, Block 29, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502344003 Lot 3, Block 29, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502344004 Lot 4, Block 29, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502345001 Lot 1, Block 30, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502345002 Lot 2, Block 30, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)

8502346001	Lot 1, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346002	Lot 2, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346003	Lot 3, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346004	Lot 4, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346005	Lot 5, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346006	Lot 6, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346007	Lot 7, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346008	Lot 8, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346009	Lot 9, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346010	Lot 10, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346011	Lot 11, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502346012	Lot 12, Block 31, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)
8502351001	Lot 1, Block 32, MILLENNIUM EAST FOURTEENTH SUB, LOV (20220016371)

3: Assessor Determined Notice of Value:

PARCELNO	25LandValue	25ImpValue	2025TOTALVAL
8502316004	$47,840	$135,000	$182,840
8502317001	$56,340	$156,989	$213,329
8502317002	$51,580	$140,746	$192,326
8502317003	$50,580	$135,000	$185,580
8502317004	$43,500	$135,000	$178,500
8502317005	$58,460	$135,000	$193,460
8502317006	$66,020	$135,000	$201,020
8502317007	$60,820	$156,989	$217,809
8502317008	$49,420	$140,249	$189,669
8502317009	$48,760	$135,000	$183,760
8502317010	$48,760	$135,000	$183,760
8502317011	$53,400	$156,989	$210,389
8502317012	$49,420	$140,746	$190,166
8502317013	$48,760	$135,000	$183,760
8502317014	$48,760	$135,000	$183,760
8502318001	$50,920	$135,000	$185,920
8502318002	$52,580	$135,000	$187,580
8502318003	$50,900	$135,000	$185,900
8502318004	$71,940	$135,000	$206,940
8502319001	$48,580	$135,000	$183,580
8502319002	$48,660	$135,000	$183,660
8502319003	$49,380	$140,249	$189,629
8502319004	$93,860	$156,989	$250,849
8502319005	$63,040	$135,000	$198,040

8502319006	$47,940	$135,000	$182,940
8502319007	$48,000	$135,000	$183,000
8502319008	$57,100	$135,000	$192,100
8502320001	$47,220	$27,000	$74,220
8502320002	$47,220	$27,000	$74,220
8502320003	$47,220	$27,000	$74,220
8502320004	$68,400	$27,000	$95,400
8502320005	$62,920	$27,000	$89,920
8502320006	$47,840	$27,000	$74,840
8502320007	$47,840	$27,000	$74,840
8502320008	$56,800	$27,000	$83,800
8502326001	$53,740	$67,500	$121,240
8502326002	$49,180	$67,500	$116,680
8502326003	$42,620	$67,500	$110,120
8502326004	$51,580	$67,500	$119,080
8502326005	$42,620	$67,500	$110,120
8502326006	$67,120	$67,500	$134,620
8502327003	$54,060	$89,835	$143,895
8502327004	$50,040	$70,124	$120,164
8502327006	$59,440	$67,500	$126,940
8502328001	$68,920	$135,000	$203,920
8502328002	$48,300	$135,000	$183,300
8502328003	$48,300	$135,000	$183,300
8502328004	$48,300	$135,000	$183,300
8502328006	$48,300	$67,500	$115,800
8502328007	$41,860	$67,500	$109,360

8502328008	$75,340	$67,500	$142,840
8502329001	$47,540	$135,000	$182,540
8502329002	$47,540	$135,000	$182,540
8502329003	$47,540	$135,000	$182,540
8502329004	$47,540	$135,000	$182,540
8502329005	$49,740	$140,249	$189,989
8502329006	$53,740	$156,989	$210,729
8502329007	$46,780	$135,000	$181,780
8502329008	$47,540	$135,000	$182,540
8502329009	$50,940	$160,534	$211,474
8502329010	$53,740	$156,989	$210,729
8502329011	$42,540	$67,500	$110,040
8502329012	$49,060	$67,500	$116,560
8502330001	$63,060	$135,000	$198,060
8502330002	$47,840	$154,819	$202,659
8502330003	$48,900	$140,249	$189,149
8502330004	$53,400	$156,989	$210,389
8502330005	$47,840	$135,000	$182,840
8502330006	$48,260	$154,985	$203,245
8502330007	$49,420	$140,746	$190,166
8502330008	$68,920	$156,989	$225,909
8502331001	$41,860	$135,000	$176,860
8502331002	$48,300	$135,000	$183,300
8502331003	$41,860	$135,000	$176,860
8502331004	$48,300	$135,000	$183,300
8502331005	$42,360	$135,000	$177,360

8502331006	$52,540	$135,000	$187,540
8502331007	$48,300	$135,000	$183,300
8502331008	$48,300	$135,000	$183,300
8502331009	$48,300	$135,000	$183,300
8502331010	$48,300	$135,000	$183,300
8502331011	$41,860	$135,000	$176,860
8502331012	$48,300	$135,000	$183,300
8502332001	$50,220	$135,000	$185,220
8502332002	$49,920	$135,000	$184,920
8502332003	$49,600	$135,000	$184,600
8502332004	$42,760	$135,000	$177,760
8502332005	$53,680	$156,989	$210,669
8502332006	$49,360	$135,000	$184,360
8502332007	$48,380	$135,000	$183,380
8502332008	$41,680	$135,000	$176,680
8502333001	$47,880	$135,000	$182,880
8502333002	$47,840	$135,000	$182,840
8502333003	$47,840	$135,000	$182,840
8502333004	$51,320	$135,000	$186,320
8502333005	$56,460	$156,989	$213,449
8502333006	$49,420	$140,249	$189,669
8502333007	$48,760	$135,000	$183,760
8502333008	$66,500	$135,000	$201,500
8502333009	$62,240	$135,000	$197,240
8502333010	$47,220	$135,000	$182,220
8502333011	$47,220	$135,000	$182,220

8502333012	$56,920	$135,000	$191,920
8502333013	$79,200	$135,000	$214,200
8502333014	$53,560	$135,000	$188,560
8502333015	$50,440	$135,000	$185,440
8502333016	$57,000	$135,000	$192,000
8502333017	$78,280	$156,989	$235,269
8502333018	$53,560	$140,746	$194,306
8502333019	$55,800	$135,000	$190,800
8502333020	$57,620	$135,000	$192,620
8502334001	$66,080	$135,000	$201,080
8502334002	$47,840	$135,000	$182,840
8502334003	$47,840	$135,000	$182,840
8502334004	$54,460	$135,000	$189,460
8502335001	$48,760	$269,720	$318,480
8502335002	$48,760	$269,720	$318,480
8502335003	$48,760	$269,720	$318,480
8502335004	$48,760	$269,720	$318,480
8502335005	$49,420	$278,676	$328,096
8502335006	$53,380	$310,837	$364,217
8502336001	$54,560	$310,837	$365,397
8502336002	$50,500	$278,676	$329,176
8502336003	$49,820	$269,720	$319,540
8502336004	$49,820	$269,720	$319,540
8502336005	$49,820	$269,720	$319,540
8502336006	$50,200	$269,720	$319,920
8502336007	$47,680	$269,720	$317,400

8502336008	$48,280	$269,720	$318,000
8502336009	$48,280	$269,720	$318,000
8502336010	$41,860	$267,300	$309,160
8502336011	$48,280	$269,720	$318,000
8502336012	$48,280	$269,720	$318,000
8502336013	$48,280	$269,720	$318,000
8502336014	$41,740	$267,300	$309,040
8502337001	$48,760	$269,720	$318,480
8502337002	$42,260	$267,300	$309,560
8502337003	$48,760	$269,720	$318,480
8502337004	$48,760	$269,720	$318,480
8502337005	$53,400	$310,837	$364,237
8502337006	$49,420	$278,676	$328,096
8502337007	$48,860	$269,720	$318,580
8502337008	$43,660	$267,300	$310,960
8502338001	$71,420	$269,720	$341,140
8502338002	$48,760	$269,720	$318,480
8502338003	$49,420	$278,676	$328,096
8502338004	$59,160	$310,837	$369,997
8502339001	$50,500	$269,720	$320,220
8502339002	$49,900	$269,720	$319,620
8502339003	$49,320	$269,720	$319,040
8502339004	$46,880	$267,300	$314,180
8502339005	$63,720	$310,837	$374,557
8502339006	$50,900	$278,676	$329,576
8502339007	$50,660	$269,720	$320,380

8502339008	$66,300	$267,300	$333,600
8502340001	$75,400	$269,720	$345,120
8502340002	$41,000	$267,300	$308,300
8502340003	$47,300	$269,720	$317,020
8502340004	$50,000	$269,720	$319,720
8502340005	$55,420	$310,837	$366,257
8502340006	$49,500	$278,676	$328,176
8502340007	$48,840	$269,720	$318,560
8502340008	$78,420	$269,720	$348,140
8502341001	$58,280	$269,720	$328,000
8502341002	$48,760	$269,720	$318,480
8502341003	$48,380	$269,720	$318,100
8502341004	$41,620	$267,300	$308,920
8502342001	$56,700	$202,500	$259,200
8502342002	$47,840	$202,500	$250,340
8502342003	$41,480	$267,300	$308,780
8502342004	$47,840	$269,720	$317,560
8502343001	$62,920	$202,500	$265,420
8502343002	$51,000	$202,500	$253,500
8502343003	$54,100	$202,500	$256,600
8502343004	$57,880	$202,500	$260,380
8502343005	$51,480	$202,500	$253,980
8502343006	$54,440	$202,500	$256,940
8502343007	$54,420	$278,676	$333,096
8502343008	$74,080	$310,837	$384,917
8502344001	$74,540	$235,483	$310,023

8502344002	$49,420	$210,373	$259,793
8502344003	$48,760	$202,500	$251,260
8502344004	$42,260	$202,500	$244,760
8502345001	$47,840	$135,000	$182,840
8502345002	$41,460	$135,000	$176,460
8502346001	$53,040	$135,000	$188,040
8502346002	$47,840	$135,000	$182,840
8502346003	$47,840	$135,000	$182,840
8502346004	$63,580	$135,000	$198,580
8502346005	$59,040	$135,000	$194,040
8502346006	$49,820	$135,000	$184,820
8502346007	$50,500	$140,249	$190,749
8502346008	$61,680	$156,989	$218,669
8502346009	$59,720	$152,831	$212,551
8502346010	$48,900	$135,000	$183,900
8502346011	$42,580	$135,000	$177,580
8502346012	$67,780	$135,000	$202,780
8502351001	$500	$2,486,137	$2,486,637

4: Board of Equalization Value:

PARCELNO	25LandValue	25ImpValue	2025TOTALVAL
8502316004	$47,840	$135,000	$182,840
8502317001	$56,340	$156,989	$213,329
8502317002	$51,580	$140,746	$192,326
8502317003	$50,580	$135,000	$185,580
8502317004	$43,500	$135,000	$178,500
8502317005	$58,460	$135,000	$193,460
8502317006	$66,020	$135,000	$201,020
8502317007	$60,820	$156,989	$217,809
8502317008	$49,420	$140,249	$189,669
8502317009	$48,760	$135,000	$183,760
8502317010	$48,760	$135,000	$183,760
8502317011	$53,400	$156,989	$210,389
8502317012	$49,420	$140,746	$190,166
8502317013	$48,760	$135,000	$183,760
8502317014	$48,760	$135,000	$183,760
8502318001	$50,920	$135,000	$185,920
8502318002	$52,580	$135,000	$187,580
8502318003	$50,900	$135,000	$185,900
8502318004	$71,940	$135,000	$206,940
8502319001	$48,580	$135,000	$183,580
8502319002	$48,660	$135,000	$183,660
8502319003	$49,380	$140,249	$189,629
8502319004	$93,860	$156,989	$250,849
8502319005	$63,040	$135,000	$198,040

8502319006	$47,940	$135,000	$182,940
8502319007	$48,000	$135,000	$183,000
8502319008	$57,100	$135,000	$192,100
8502320001	$47,220	$27,000	$74,220
8502320002	$47,220	$27,000	$74,220
8502320003	$47,220	$27,000	$74,220
8502320004	$68,400	$27,000	$95,400
8502320005	$62,920	$27,000	$89,920
8502320006	$47,840	$27,000	$74,840
8502320007	$47,840	$27,000	$74,840
8502320008	$56,800	$27,000	$83,800
8502326001	$53,740	$67,500	$121,240
8502326002	$49,180	$67,500	$116,680
8502326003	$42,620	$67,500	$110,120
8502326004	$51,580	$67,500	$119,080
8502326005	$42,620	$67,500	$110,120
8502326006	$67,120	$67,500	$134,620
8502327003	$54,060	$89,835	$143,895
8502327004	$50,040	$70,124	$120,164
8502327006	$59,440	$67,500	$126,940
8502328001	$68,920	$135,000	$203,920
8502328002	$48,300	$135,000	$183,300
8502328003	$48,300	$135,000	$183,300
8502328004	$48,300	$135,000	$183,300
8502328006	$48,300	$67,500	$115,800
8502328007	$41,860	$67,500	$109,360

8502328008	$75,340	$67,500	$142,840
8502329001	$47,540	$135,000	$182,540
8502329002	$47,540	$135,000	$182,540
8502329003	$47,540	$135,000	$182,540
8502329004	$47,540	$135,000	$182,540
8502329005	$49,740	$140,249	$189,989
8502329006	$53,740	$156,989	$210,729
8502329007	$46,780	$135,000	$181,780
8502329008	$47,540	$135,000	$182,540
8502329009	$50,940	$160,534	$211,474
8502329010	$53,740	$156,989	$210,729
8502329011	$42,540	$67,500	$110,040
8502329012	$49,060	$67,500	$116,560
8502330001	$63,060	$135,000	$198,060
8502330002	$47,840	$154,819	$202,659
8502330003	$48,900	$140,249	$189,149
8502330004	$53,400	$156,989	$210,389
8502330005	$47,840	$135,000	$182,840
8502330006	$48,260	$154,985	$203,245
8502330007	$49,420	$140,746	$190,166
8502330008	$68,920	$156,989	$225,909
8502331001	$41,860	$135,000	$176,860
8502331002	$48,300	$135,000	$183,300
8502331003	$41,860	$135,000	$176,860
8502331004	$48,300	$135,000	$183,300
8502331005	$42,360	$135,000	$177,360

8502331006	$52,540	$135,000	$187,540
8502331007	$48,300	$135,000	$183,300
8502331008	$48,300	$135,000	$183,300
8502331009	$48,300	$135,000	$183,300
8502331010	$48,300	$135,000	$183,300
8502331011	$41,860	$135,000	$176,860
8502331012	$48,300	$135,000	$183,300
8502332001	$50,220	$135,000	$185,220
8502332002	$49,920	$135,000	$184,920
8502332003	$49,600	$135,000	$184,600
8502332004	$42,760	$135,000	$177,760
8502332005	$53,680	$156,989	$210,669
8502332006	$49,360	$135,000	$184,360
8502332007	$48,380	$135,000	$183,380
8502332008	$41,680	$135,000	$176,680
8502333001	$47,880	$135,000	$182,880
8502333002	$47,840	$135,000	$182,840
8502333003	$47,840	$135,000	$182,840
8502333004	$51,320	$135,000	$186,320
8502333005	$56,460	$156,989	$213,449
8502333006	$49,420	$140,249	$189,669
8502333007	$48,760	$135,000	$183,760
8502333008	$66,500	$135,000	$201,500
8502333009	$62,240	$135,000	$197,240
8502333010	$47,220	$135,000	$182,220
8502333011	$47,220	$135,000	$182,220

8502333012	$56,920	$135,000	$191,920
8502333013	$79,200	$135,000	$214,200
8502333014	$53,560	$135,000	$188,560
8502333015	$50,440	$135,000	$185,440
8502333016	$57,000	$135,000	$192,000
8502333017	$78,280	$156,989	$235,269
8502333018	$53,560	$140,746	$194,306
8502333019	$55,800	$135,000	$190,800
8502333020	$57,620	$135,000	$192,620
8502334001	$66,080	$135,000	$201,080
8502334002	$47,840	$135,000	$182,840
8502334003	$47,840	$135,000	$182,840
8502334004	$54,460	$135,000	$189,460
8502335001	$48,760	$269,720	$318,480
8502335002	$48,760	$269,720	$318,480
8502335003	$48,760	$269,720	$318,480
8502335004	$48,760	$269,720	$318,480
8502335005	$49,420	$278,676	$328,096
8502335006	$53,380	$310,837	$364,217
8502336001	$54,560	$310,837	$365,397
8502336002	$50,500	$278,676	$329,176
8502336003	$49,820	$269,720	$319,540
8502336004	$49,820	$269,720	$319,540
8502336005	$49,820	$269,720	$319,540
8502336006	$50,200	$269,720	$319,920
8502336007	$47,680	$269,720	$317,400

8502336008	$48,280	$269,720	$318,000
8502336009	$48,280	$269,720	$318,000
8502336010	$41,860	$267,300	$309,160
8502336011	$48,280	$269,720	$318,000
8502336012	$48,280	$269,720	$318,000
8502336013	$48,280	$269,720	$318,000
8502336014	$41,740	$267,300	$309,040
8502337001	$48,760	$269,720	$318,480
8502337002	$42,260	$267,300	$309,560
8502337003	$48,760	$269,720	$318,480
8502337004	$48,760	$269,720	$318,480
8502337005	$53,400	$310,837	$364,237
8502337006	$49,420	$278,676	$328,096
8502337007	$48,860	$269,720	$318,580
8502337008	$43,660	$267,300	$310,960
8502338001	$71,420	$269,720	$341,140
8502338002	$48,760	$269,720	$318,480
8502338003	$49,420	$278,676	$328,096
8502338004	$59,160	$310,837	$369,997
8502339001	$50,500	$269,720	$320,220
8502339002	$49,900	$269,720	$319,620
8502339003	$49,320	$269,720	$319,040
8502339004	$46,880	$267,300	$314,180
8502339005	$63,720	$310,837	$374,557
8502339006	$50,900	$278,676	$329,576
8502339007	$50,660	$269,720	$320,380

8502339008	$66,300	$267,300	$333,600
8502340001	$75,400	$269,720	$345,120
8502340002	$41,000	$267,300	$308,300
8502340003	$47,300	$269,720	$317,020
8502340004	$50,000	$269,720	$319,720
8502340005	$55,420	$310,837	$366,257
8502340006	$49,500	$278,676	$328,176
8502340007	$48,840	$269,720	$318,560
8502340008	$78,420	$269,720	$348,140
8502341001	$58,280	$269,720	$328,000
8502341002	$48,760	$269,720	$318,480
8502341003	$48,380	$269,720	$318,100
8502341004	$41,620	$267,300	$308,920
8502342001	$56,700	$202,500	$259,200
8502342002	$47,840	$202,500	$250,340
8502342003	$41,480	$267,300	$308,780
8502342004	$47,840	$269,720	$317,560
8502343001	$62,920	$202,500	$265,420
8502343002	$51,000	$202,500	$253,500
8502343003	$54,100	$202,500	$256,600
8502343004	$57,880	$202,500	$260,380
8502343005	$51,480	$202,500	$253,980
8502343006	$54,440	$202,500	$256,940
8502343007	$54,420	$278,676	$333,096
8502343008	$74,080	$310,837	$384,917
8502344001	$74,540	$235,483	$310,023

8502344002	$49,420	$210,373	$259,793
8502344003	$48,760	$202,500	$251,260
8502344004	$42,260	$202,500	$244,760
8502345001	$47,840	$135,000	$182,840
8502345002	$41,460	$135,000	$176,460
8502346001	$53,040	$135,000	$188,040
8502346002	$47,840	$135,000	$182,840
8502346003	$47,840	$135,000	$182,840
8502346004	$63,580	$135,000	$198,580
8502346005	$59,040	$135,000	$194,040
8502346006	$49,820	$135,000	$184,820
8502346007	$50,500	$140,249	$190,749
8502346008	$61,680	$156,989	$218,669
8502346009	$59,720	$152,831	$212,551
8502346010	$48,900	$135,000	$183,900
8502346011	$42,580	$135,000	$177,580
8502346012	$67,780	$135,000	$202,780
8502351001	$500	$2,486,137	$2,486,637

5: After further review and negotiation:

PARCELNO	25LandValue	25ImpValue	2025 Stipulated Value
8502316004	$47,840	$94,732	$142,572
8502317001	$56,340	$85,543	$141,883
8502317002	$51,580	$89,642	$141,222
8502317003	$50,580	$76,099	$126,679
8502317004	$43,500	$70,868	$114,368
8502317005	$58,460	$93,972	$152,432
8502317006	$66,020	$88,414	$154,434
8502317007	$60,820	$99,091	$159,911
8502317008	$49,420	$100,536	$149,956
8502317009	$48,760	$94,389	$143,149
8502317010	$48,760	$88,629	$137,389
8502317011	$53,400	$98,218	$151,618
8502317012	$49,420	$103,789	$153,209
8502317013	$48,760	$88,026	$136,786
8502317014	$48,760	$96,420	$145,180
8502318001	$50,920	$76,713	$127,633
8502318002	$52,580	$75,277	$127,857
8502318003	$50,900	$75,999	$126,899
8502318004	$71,940	$77,053	$148,993
8502319001	$48,580	$79,560	$128,140
8502319002	$48,660	$71,323	$119,983
8502319003	$49,380	$82,493	$131,873
8502319004	$93,860	$85,040	$178,900
8502319005	$63,040	$25,915	$88,955

8502319006	$47,940	$21,827	$69,767
8502319007	$48,000	$21,806	$69,806
8502319008	$57,100	$32,080	$89,180
8502320001	$47,220	$26,980	$74,200
8502320002	$47,220	$26,980	$74,200
8502320003	$47,220	$26,980	$74,200
8502320004	$68,400	$27,000	$95,400
8502320005	$62,920	$26,980	$89,900
8502320006	$47,840	$26,960	$74,800
8502320007	$47,840	$26,960	$74,800
8502320008	$56,800	$27,000	$83,800
8502326001	$53,740	$55,209	$108,949
8502326002	$49,180	$57,901	$107,081
8502326003	$42,620	$55,853	$98,473
8502326004	$51,580	$57,476	$109,056
8502326005	$42,620	$56,396	$99,016
8502326006	$67,120	$56,702	$123,822
8502327003	$54,060	$61,833	$115,893
8502327004	$50,040	$64,267	$114,307
8502327006	$59,440	$50,865	$110,305
8502328001	$68,920	$62,965	$131,885
8502328002	$48,300	$72,645	$120,945
8502328003	$48,300	$76,681	$124,981
8502328004	$48,300	$73,450	$121,750
8502328006	$48,300	$63,812	$112,112
8502328007	$41,860	$57,754	$99,614

8502328008	$75,340	$63,329	$138,669
8502329001	$47,540	$76,768	$124,308
8502329002	$47,540	$73,537	$121,077
8502329003	$47,540	$76,656	$124,196
8502329004	$47,540	$73,830	$121,370
8502329005	$49,740	$84,581	$134,321
8502329006	$53,740	$82,717	$136,457
8502329007	$46,780	$64,332	$111,112
8502329008	$47,540	$69,872	$117,412
8502329009	$50,940	$77,478	$128,418
8502329010	$53,740	$72,947	$126,687
8502329011	$42,540	$59,924	$102,464
8502329012	$49,060	$63,652	$112,712
8502330001	$63,060	$69,138	$132,198
8502330002	$47,840	$70,393	$118,233
8502330003	$48,900	$82,048	$130,948
8502330004	$53,400	$81,033	$134,433
8502330005	$47,840	$74,895	$122,735
8502330006	$48,260	$77,803	$126,063
8502330007	$49,420	$85,672	$135,092
8502330008	$68,920	$81,001	$149,921
8502331001	$41,860	$72,272	$114,132
8502331002	$48,300	$74,883	$123,183
8502331003	$41,860	$71,871	$113,731
8502331004	$48,300	$74,883	$123,183
8502331005	$42,360	$70,008	$112,368

8502331006	$52,540	$74,772	$127,312
8502331007	$48,300	$76,780	$125,080
8502331008	$48,300	$80,934	$129,234
8502331009	$48,300	$81,580	$129,880
8502331010	$48,300	$75,374	$123,674
8502331011	$41,860	$72,356	$114,216
8502331012	$48,300	$74,200	$122,500
8502332001	$50,220	$83,077	$133,297
8502332002	$49,920	$78,346	$128,266
8502332003	$49,600	$77,525	$127,125
8502332004	$42,760	$73,686	$116,446
8502332005	$53,680	$87,273	$140,953
8502332006	$49,360	$91,788	$141,148
8502332007	$48,380	$79,292	$127,672
8502332008	$41,680	$76,103	$117,783
8502333001	$47,880	$90,229	$138,109
8502333002	$47,840	$95,445	$143,285
8502333003	$47,840	$89,492	$137,332
8502333004	$51,320	$95,051	$146,371
8502333005	$56,460	$100,653	$157,113
8502333006	$49,420	$102,305	$151,725
8502333007	$48,760	$91,658	$140,418
8502333008	$66,500	$95,974	$162,474
8502333009	$62,240	$97,654	$159,894
8502333010	$47,220	$93,862	$141,082
8502333011	$47,220	$91,809	$139,029

8502333012	$56,920	$99,629	$156,549
8502333013	$79,200	$93,676	$172,876
8502333014	$53,560	$104,600	$158,160
8502333015	$50,440	$100,904	$151,344
8502333016	$57,000	$98,251	$155,251
8502333017	$78,280	$113,334	$191,614
8502333018	$53,560	$120,914	$174,474
8502333019	$55,800	$111,170	$166,970
8502333020	$57,620	$101,880	$159,500
8502334001	$66,080	$115,528	$181,608
8502334002	$47,840	$113,851	$161,691
8502334003	$47,840	$105,493	$153,333
8502334004	$54,460	$101,144	$155,604
8502335001	$48,760	$210,946	$259,706
8502335002	$48,760	$204,427	$253,187
8502335003	$48,760	$206,126	$254,886
8502335004	$48,760	$213,004	$261,764
8502335005	$49,420	$202,639	$252,059
8502335006	$53,380	$228,533	$281,913
8502336001	$54,560	$223,786	$278,346
8502336002	$50,500	$219,043	$269,543
8502336003	$49,820	$206,023	$255,843
8502336004	$49,820	$213,043	$262,863
8502336005	$49,820	$207,226	$257,046
8502336006	$50,200	$201,244	$251,444
8502336007	$47,680	$203,829	$251,509

8502336008	$48,280	$210,289	$258,569
8502336009	$48,280	$194,526	$242,806
8502336010	$41,860	$180,333	$222,193
8502336011	$48,280	$196,137	$244,417
8502336012	$48,280	$190,057	$238,337
8502336013	$48,280	$191,210	$239,490
8502336014	$41,740	$180,893	$222,633
8502337001	$48,760	$189,156	$237,916
8502337002	$42,260	$184,966	$227,226
8502337003	$48,760	$198,009	$246,769
8502337004	$48,760	$195,723	$244,483
8502337005	$53,400	$207,895	$261,295
8502337006	$49,420	$205,917	$255,337
8502337007	$48,860	$190,843	$239,703
8502337008	$43,660	$183,972	$227,632
8502338001	$71,420	$208,807	$280,227
8502338002	$48,760	$198,984	$247,744
8502338003	$49,420	$211,725	$261,145
8502338004	$59,160	$222,631	$281,791
8502339001	$50,500	$206,540	$257,040
8502339002	$49,900	$209,089	$258,989
8502339003	$49,320	$199,936	$249,256
8502339004	$46,880	$190,912	$237,792
8502339005	$63,720	$212,523	$276,243
8502339006	$50,900	$201,201	$252,101
8502339007	$50,660	$195,584	$246,244

8502339008	$66,300	$183,507	$249,807
8502340001	$75,400	$195,938	$271,338
8502340002	$41,000	$184,189	$225,189
8502340003	$47,300	$197,898	$245,198
8502340004	$50,000	$192,382	$242,382
8502340005	$55,420	$211,505	$266,925
8502340006	$49,500	$206,608	$256,108
8502340007	$48,840	$194,756	$243,596
8502340008	$78,420	$201,890	$280,310
8502341001	$58,280	$200,978	$259,258
8502341002	$48,760	$192,219	$240,979
8502341003	$48,380	$194,353	$242,733
8502341004	$41,620	$186,022	$227,642
8502342001	$56,700	$129,284	$185,984
8502342002	$47,840	$129,577	$177,417
8502342003	$41,480	$142,620	$184,100
8502342004	$47,840	$150,551	$198,391
8502343001	$62,920	$130,859	$193,779
8502343002	$51,000	$133,027	$184,027
8502343003	$54,100	$139,987	$194,087
8502343004	$57,880	$125,274	$183,154
8502343005	$51,480	$127,513	$178,993
8502343006	$54,440	$130,228	$184,668
8502343007	$54,420	$169,492	$223,912
8502343008	$74,080	$170,540	$244,620
8502344001	$74,540	$148,462	$223,002

8502344002	$49,420	$156,506	$205,926
8502344003	$48,760	$122,090	$170,850
8502344004	$42,260	$119,675	$161,935
8502345001	$47,840	$121,552	$169,392
8502345002	$41,460	$122,282	$163,742
8502346001	$53,040	$116,474	$169,514
8502346002	$47,840	$122,026	$169,866
8502346003	$47,840	$117,954	$165,794
8502346004	$63,580	$122,732	$186,312
8502346005	$59,040	$114,971	$174,011
8502346006	$49,820	$117,362	$167,182
8502346007	$50,500	$124,292	$174,792
8502346008	$61,680	$123,295	$184,975
8502346009	$59,720	$122,768	$182,488
8502346010	$48,900	$126,662	$175,562
8502346011	$42,580	$118,817	$161,397
8502346012	$67,780	$122,415	$190,195
8502351001	$500	$2,461,276	$2,461,776

Miscellaneous

Item Name:
Document Title: Stipulation for Pedersen Properties Ltd. as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. Pedersen Properties Ltd. Docket No. 2025BAA1409

Attachments:
1. 2025BAA1409 Stip for BOE 2025BAA1409 Stip for BOE.pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1409
County Schedule Number(s): R1617331

STIPULATION (As to Tax Years 2025 Actual Value)

PEDERSEN PROPERTIES LTD

vs.

LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS,

Respondent

Petitioner(s) and Respondent hereby enter into this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

LOT 1, PEDERSEN AUTO PLAZA SUBDIVISION 2ND FILING, FTC (2002039438)

2. The subject property is classified as a Commercial property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

Land	$	1,669,568
Improvements	$	8,902,132
Total	$	10,571,700

4. After a timely appeal, the Larimer County Board of Equalization valued the subject property as follows:

:

Land	$	1,669,568
Improvements	$	8,902,132
Total	$	10,571,700

5. After further review and negotiation, the Petitioner(s) and the Larimer County Board of County Commissioners agree to the following actual value for tax years 2025.

Land	$	1,669,568
Improvements	$	7,330,432
Total	$	9,000,000

6. The valuations, as established above, shall be binding only with respect to tax years 2025.

7. Brief narrative as to why the reduction was made:

Market and income analysis justified a reduction in value for the subject property.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 8/7/2026 be vacated.

DATED this 12th day of June 2026

Petitioner(s) Representative
Address:

Cline Williams
c/o Brian Morrissey
12910 Pierce St. Ste 200
Omaha, NE 68144
(402)384-7551
BMorrissey@clinewilliams.com

CHAIR
Board of County Commissioners

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970)498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970)498-7050

Miscellaneous

Item Name:
Document Title: Stipulation for FDC Office IV LLC as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. FDC Office IV LLC Docket No. 2025BAA1301

Attachments:
1. R1590763 2025BAA1301 stip for BOE R1590763 2025BAA1301 stip for BOE.pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1301
County Schedule Number(s): R1590763

STIPULATION (As to Tax Years 2025 Actual Value)

FDC OFFICE IV LLC

vs.

LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS,

Respondent

Petitioner(s) and Respondent hereby enter into this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

   LOT 4, BLK 1, MCWHINNEY 12TH SUB, LOV

2. The subject property is classified as a Commercial property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

Land	$	736,100
Improvements	$	4,202,200
Total	$	4,938,300

4. After a timely appeal, the Larimer County Board of Equalization valued the subject property as follows:

:

Land	$	736,100
Improvements	$	4,202,200
Total	$	4,938,300

5. After further review and negotiation, the Petitioner(s) and the Larimer County Board of County Commissioners agree to the following actual value for tax years 2025.

Land	$	736,100
Improvements	$	3,053,900
Total	$	3,790,000

6. The valuations, as established above, shall be binding only with respect to tax years 2025.

7. Brief narrative as to why the reduction was made:

Market and income analysis justified a reduction in value for the subject property.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 7/24/2026 be vacated.

DATED this 6th day of July 2026

Jayme Krejci

Petitioner(s) Representative
Address:

Ryan LLC
c/o Jayme Krejci
1999 Broadway, Ste 4100
Denver, CO 80202
(720) 783-6110

CHAIR
Board of County Commissioners

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970) 498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970) 498-7050

Miscellaneous

Item Name:
Document Title: Stipulation for Banner Health as to 2025 Tax Year
Submitted by: Jessica Ryan, Senior Legal Assistant
Department: County Attorney's Office
Description: Larimer County v. Banner Health Docket No. 2025BAA1496

Attachments:

1.	R1652135 2025BAA1496 Stip for BOE signature	R1652135 2025BAA1496 Stip for BOE signature.pdf

BOARD OF ASSESSMENT APPEALS
STATE OF COLORADO

Docket Number(s): 2025BAA1496
County Schedule Number(s): R1652135

STIPULATION (As to Tax Years 2025 Actual Value)

BANNER HEALTH

vs.

LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS,

Respondent

Petitioner(s) and Respondent hereby enter into this stipulation regarding the 2025 tax year valuation of the subject property. Petitioner(s) and Respondent jointly move the Board of Assessment Appeals to enter its order based on this Stipulation.

The Petitioner(s) and Respondent agree and stipulate as follows:

1. The property subject to this Stipulation is described as:
   Legal:

   LOT 2, BLK 1, AMND LOTS 2 AND 3, BLK 1, SHERRI-MAR THIRTEENTH SUB, LOV (20110059088)

2. The subject property is classified as a Commercial property.

3. The County Assessor assigned the following actual value to the subject property on the Notice of Determination:

Land	$	680,600
Improvements	$	2,819,400
Total	$	3,500,000

4. After a timely appeal, the Larimer County Board of Equalization valued the subject property as follows:

:

Land	$	680,600
Improvements	$	2,819,400
Total	$	3,500,000

5. After further review and negotiation, the Petitioner(s) and the Larimer County Board of County Commissioners agree to the following actual value for tax years 2025.

Land	$	680,600
Improvements	$	2,117,100
Total	$	2,797,700

6. The valuations, as established above, shall be binding only with respect to tax years 2025.

7. Brief narrative as to why the reduction was made:

Market and income analysis justified a reduction in value for the subject property.

8. Both parties agree that the hearing scheduled before the Board of Assessment Appeals on 8/17/2026 be vacated.

DATED this 7th day of July 2026

Petitioner(s) Representative
Address:

Ryan LLC
c/o Ian Scudder
1999 Broadway, Ste 4100
Denver, CO 80202
(720) 699-2117

CHAIR
Board of County Commissioners

ATTEST:

Deputy Clerk

Address:
LARIMER COUNTY ATTORNEY
224 Canyon Avenue Suite 200
Post Office Box 1606
Fort Collins, Colorado 80522
Telephone: (970) 498-7450

BOB OVERBECK
LARIMER COUNTY ASSESSOR

Address:
Post Office Box 1190
Fort Collins, Colorado 80522
Telephone: (970) 498-7050

LETA 911

Kimberly Culp

Chief Executive Officer

kculp@leta911.org

9-1-1 STATUS UPDATE



www.leta911.org

9-1-1

Regional 911

- Text/ Video / Photos to 9-1-1
- Auto Language Translation
- Regional Project Completion - Hwy 36
- Regional Radio Project
- Back up EAS

State 911

- Legislation Passed
- 911 Improvement Plan - 2
- New Tariff forthcoming
- 2026/27 Legislation

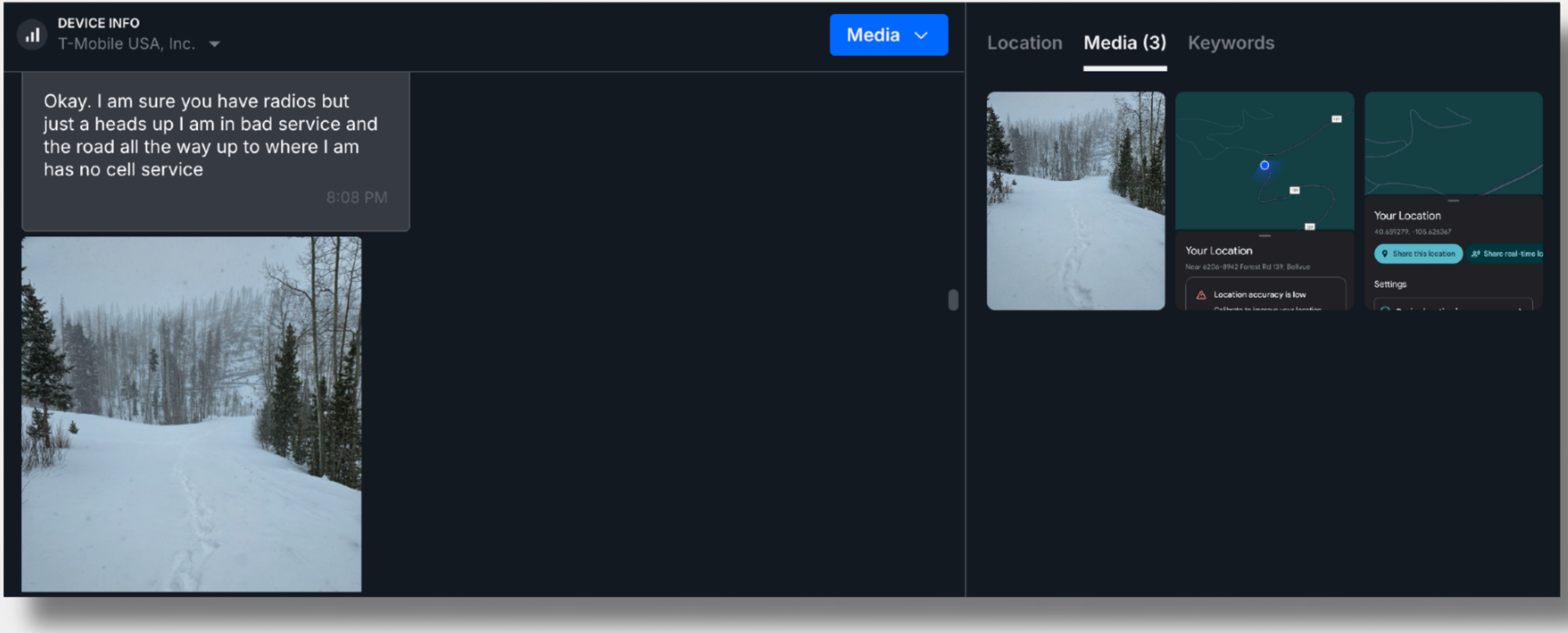
Federal 911

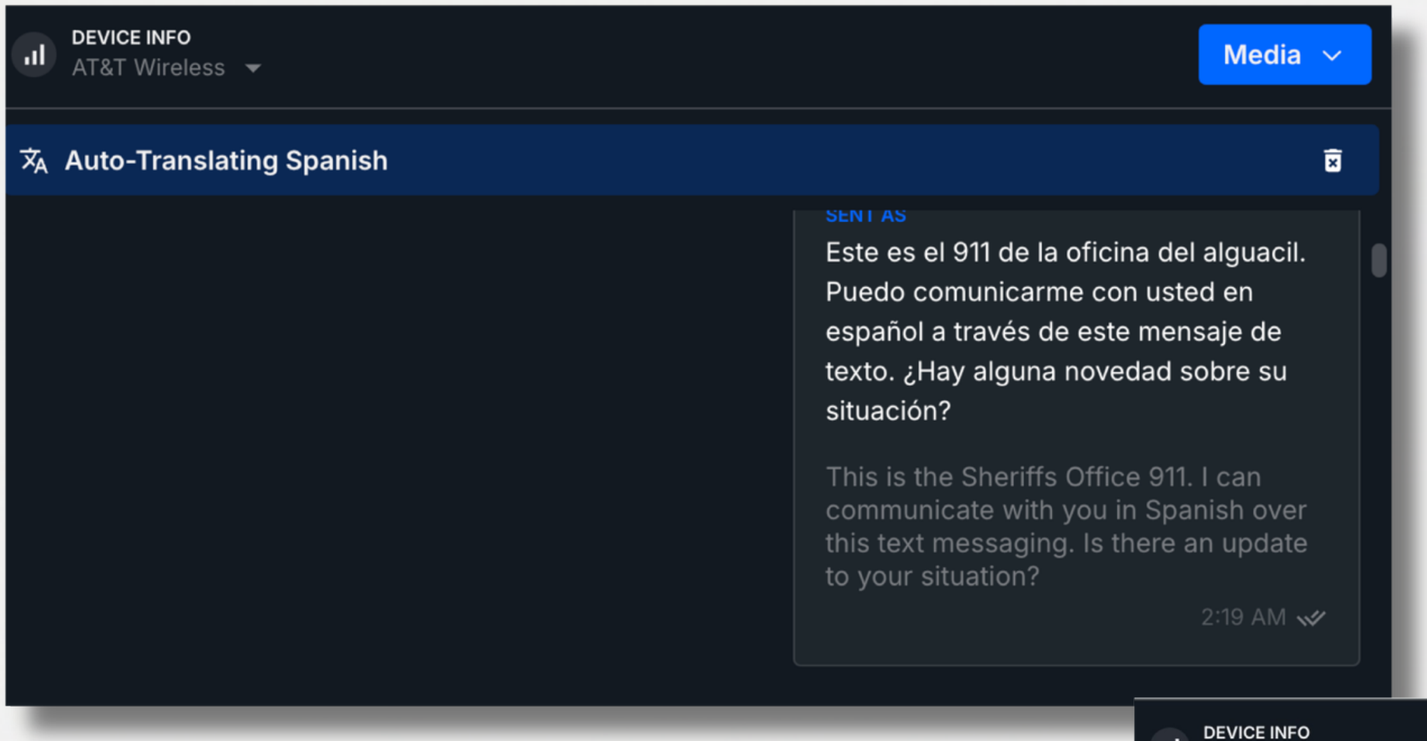
- Direct to Cell
- Cyber Security

Regional 911

- Text/ Video / Photos to 9-1-1
- Auto Language Translation
- Regional Project Completion - Hwy 36
- Regional Radio Project
- Back up EAS

Live Stream Video and Photos.
Scene to Dispatch to First Responders



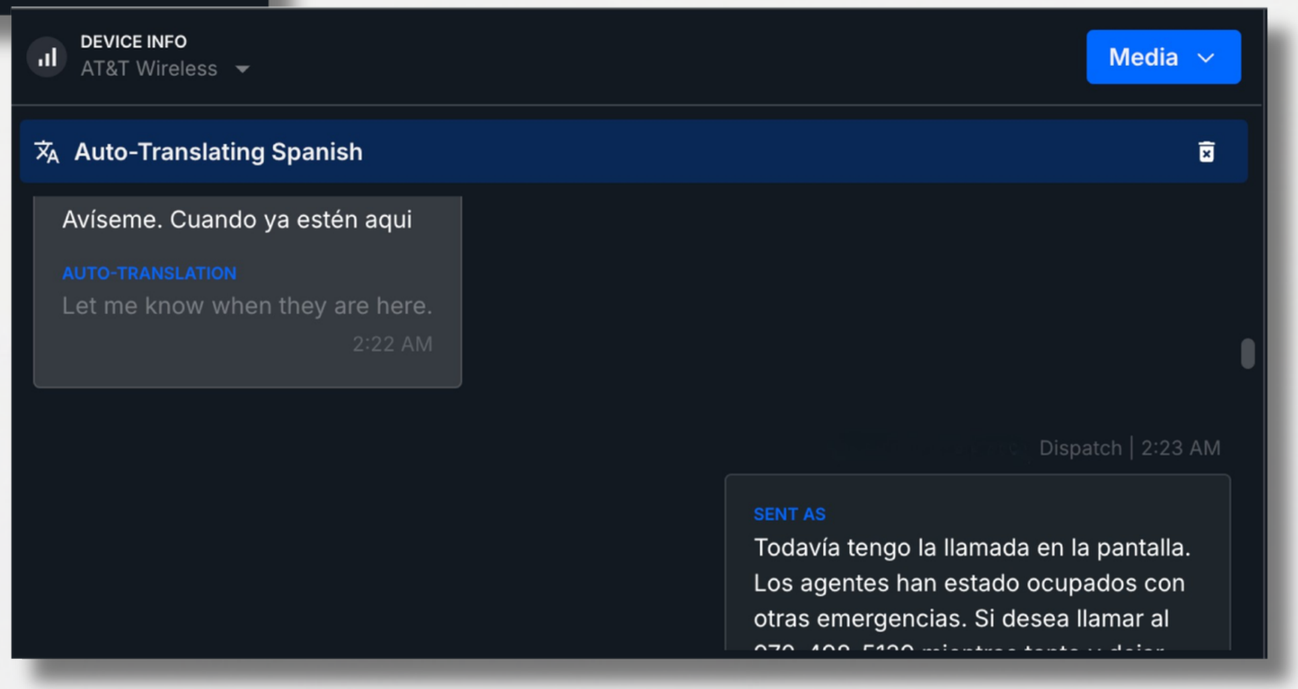




Language Translation

Auto Detection

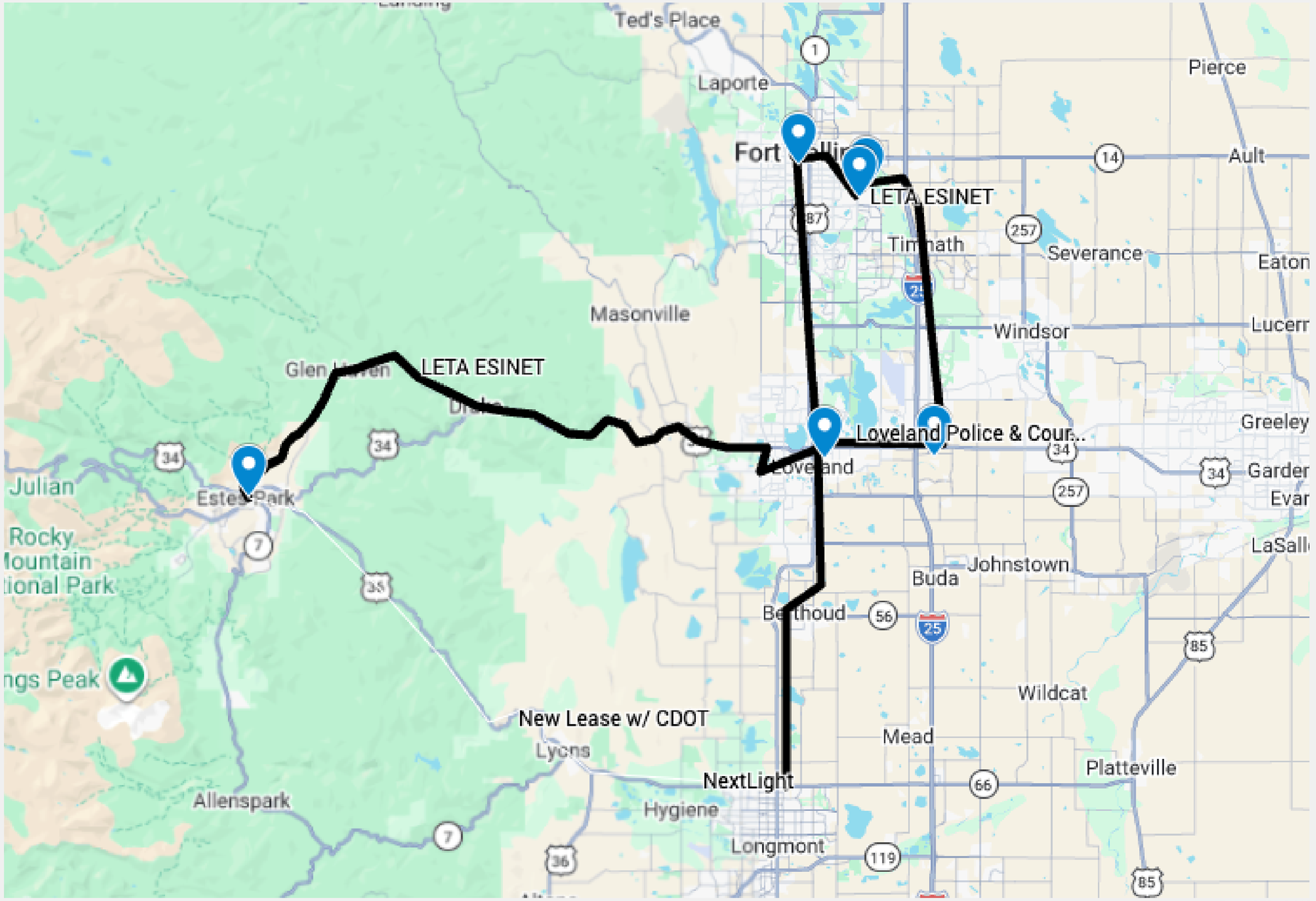
Auto Translation

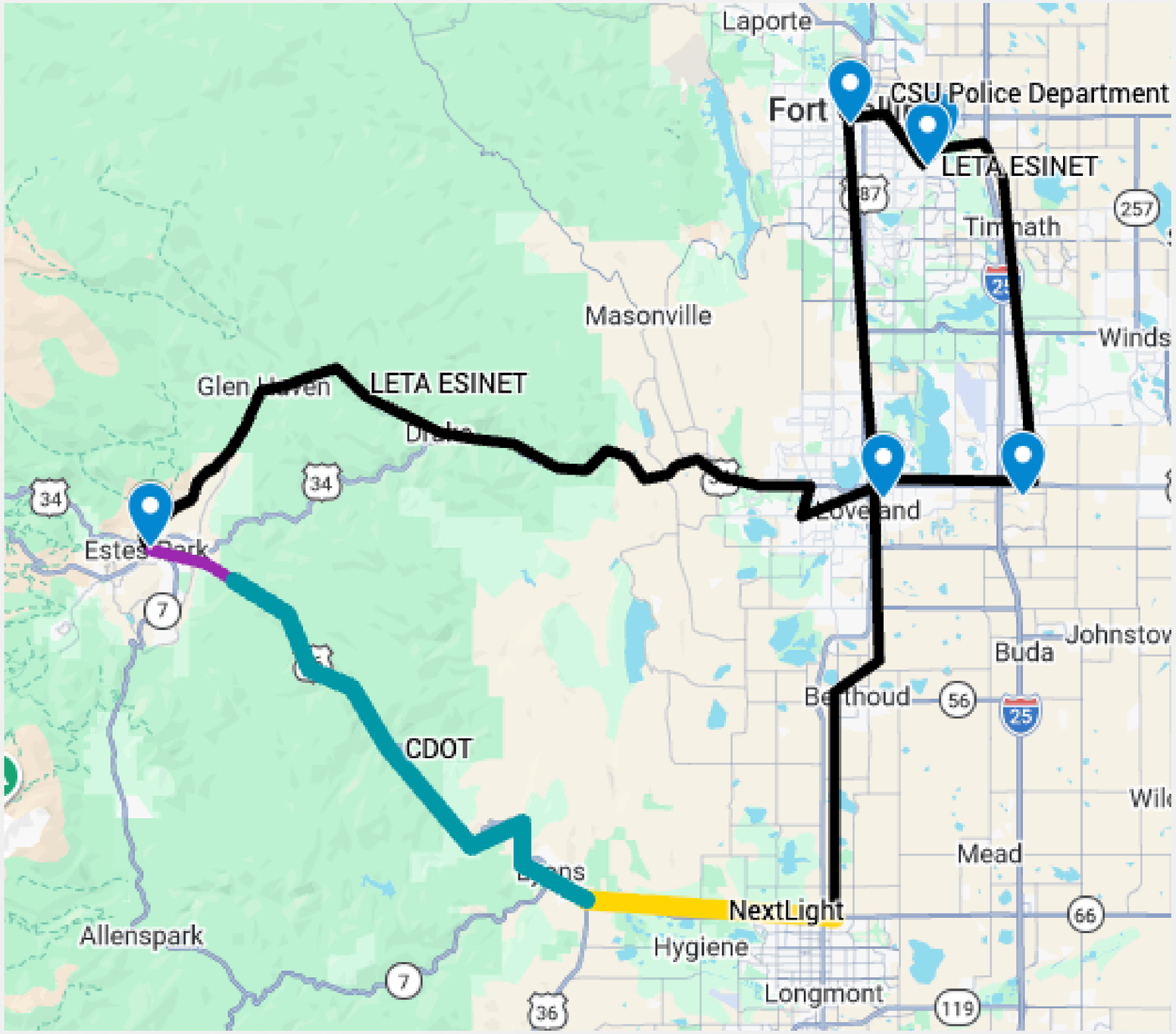


LETA ESINET Network Challenges

The original LETA ESInet architecture left Estes Park vulnerable to isolation in the event of a fiber outage between Loveland and Estes Park. As a non-utility entity, LETA could not lease fiber on WAPA infrastructure.

Although CDOT provided a potential alternative route, a critical connectivity gap remained between Highway 36 and US 287.





Through exceptional collaboration with CDOT, Trailblazer Broadband, and NextLight Longmont Broadband, LETA successfully completed a diverse fiber ring serving Estes Park.

Upon delivery of the CenturyLink connection to LETA, this ring will provide the redundant infrastructure necessary to support 911 services and enhance the resilience of emergency communications for the region.

RECOGNITION AND STAKEHOLDER APPRECIATION

NextLight
- Justin Miller
- Anthony Yacovella
- Jorge Ramos
- Eddy Nevarez
- Tony Medina
- Wayne Niston
- Ian Carmichael
- Juan Garcia
- Jim Guist
- Dennis Pappas
- Chris Downing

Trailblazer
- Reuben Bergsten
- Joe Lockhart
- Skye Stiner

Platte River Power Authority
- Zach Hall

Colorado Department of Transportation
- Michael Lopez
- Eric Vigil
- Leslie Gaylord
- Jill Scott
- Allie Axley
- Mark Grotheen
- Jose Segovia

Larimer Emergency Telephone Authority
- Dominic Streeb

REGIONAL RADIO PROJECT



Infrastructure, funding, support, and capital replacement responsibilities were transitioned to LETA.

Through an IGA with Larimer County, LETA leveraged the County's highly capable radio team to support 70 new radio consoles—an effective partnership that reduces costs, conserves resources, and builds on an already successful support model.

EMERGENCY ALERTING TOOLS





State 911

- Legislation Passed
- 911 Improvement Plan - 2
- New Tariff forthcoming
- 2026/27 Legislation

Colorado legislation addressing the collection of prepaid wireless 911 surcharges on point-of-sale devices with unlimited minutes was successfully passed this year. LETA worked as a key stakeholder throughout the legislative process. This legislation closes a longstanding funding gap and is expected to recover millions of dollars in previously uncollected 911 revenue across Colorado.

CenturyLink has proposed a network resiliency enhancement that would deploy Starlink connectivity at each Public Safety Answering Point (PSAP) to provide an alternate path for 911 call delivery when traditional terrestrial routes are unavailable. LETA is actively engaged in the review process before the Colorado Public Utilities Commission (PUC) and is working to ensure the operational and financial impacts are fully understood. If approved, CenturyLink has indicated its intent to recover these costs through a revised tariff structure. The continued escalation of tariff-related costs remains a significant concern.



As Next Generation 911 infrastructure continues to evolve, maintaining a balance between resiliency, innovation, and affordability will remain a key focus.

Looking forward to 2026–2027 legislative session:

- Accessibility within the emergency alerting and warning ecosystem, ensuring all residents can effectively receive and act upon emergency information.
- Increased attention on the role of artificial intelligence in 911 operations, including opportunities to improve service delivery while establishing appropriate governance, transparency, and accountability frameworks

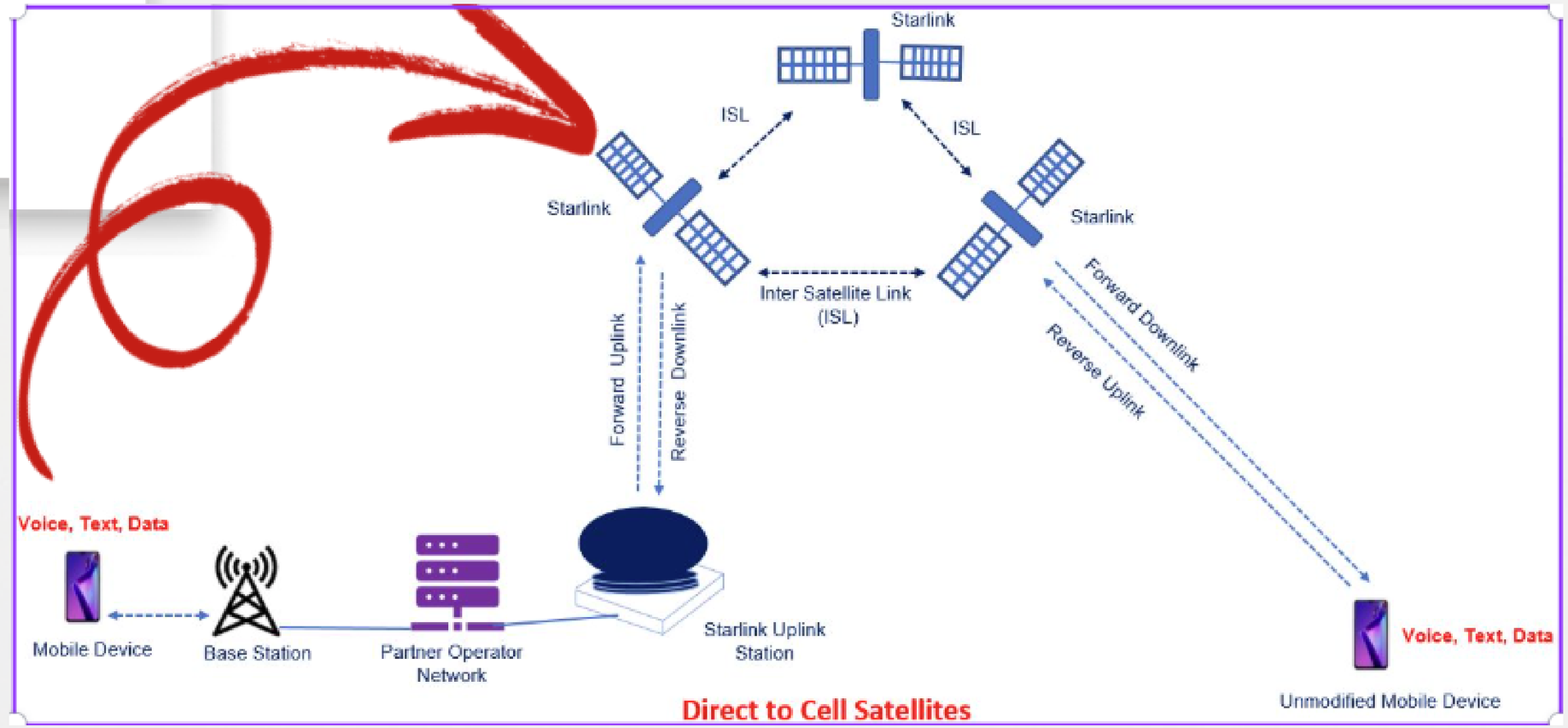
Federal 911

- Direct to Cell
- Cyber Security



Direct to Cell

T-Mobile , Verizon, AT&T -



Cyber Security

CISA and DHS … “whatever you are doing today, is not enough”.

LETA 2025 - reevaluated ALL security measures, physical, logical.

LETA 911

Larimer Emergency Telephone Authority

THANK YOU

Docusign Envelope ID: 1F446159-EA6D-85C8-8028-C2073BBF572A

2026 RESOLUTION
AUTHORIZING ASSIGNMENT TO THE HOUSING CATALYST OF A PRIVATE ACTIVITY BOND ALLOCATION OF LARIMER COUNTY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the County of Larimer is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the County of Larimer is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority and other governmental units in the State; and

WHEREAS, pursuant to an allocation under Section 24-32-1706.5 of the Allocation Act, Larimer County has an allocation of the 2026 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2026 (the "2026 Allocation"); and

WHEREAS, Larimer County has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the County of Larimer and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2026 Allocation; and

WHEREAS, the County of Larimer has determined that the 2026 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to Housing Catalyst to issue Private Activity Bonds for the purpose of financing the rehabilitation of Country Ranch Apartments with April Housing (the "Project"); and

WHEREAS, the Board of County Commissioners of Larimer County has determined to assign $7,274,800.00 of its 2026 Allocation to Housing Catalyst for the Project, which assignment is to be evidenced by an Assignment of Allocation between the County of Larimer and Housing Catalyst (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Larimer County as follows:

1. The assignment to Housing Catalyst of $7,274,800.00 of Larimer County's 2026 Allocation be and hereby is approved.

Docusign Envelope ID: 1F446159-EA6D-85C8-8028-C2073BBF572A

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the Board of County Commissioners be and hereby is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as it shall deem necessary or appropriate and not inconsistent with the approval thereof by this resolution.

3. The Board of County Commissioners of Larimer County be and hereby is authorized to execute and deliver the Assignment of Allocation on behalf of Larimer County and to take such other steps or actions as may be necessary, useful or convenient to affect the aforesaid assignment in accordance with the intent of this resolution.

4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

5. This resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2026.

Assignor: Board of Commissioners of
Larimer County, Colorado

By _____

Name:_____
Title: Chair

ATTEST:
By _____

Name:_____
Title: Deputy County Clerk

Approved as to form:

County Attorney

Docusign Envelope ID: 1F446159-EA6D-85C8-8028-C2073BBF572A

ASSIGNMENT OF ALLOCATION

THIS ASSIGNMENT (the "Assignment"), dated June 16th, 2026, is between Larimer County, Colorado, (the "Assignor"), and Housing Catalyst, a body corporate and politic (the "Assignee").

RECITALS

A. The Assignee intends to utilize the Allocation for the development and preservation of affordable housing developments, specifically the rehabilitation of County Ranch Apartments with April Housing (the "Project"). The Project will be designed to qualify as a "project" within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the "Act").

B. The Assignee intends to provide for the issuance of its Multifamily Housing Revenue Bonds (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee has requested that the Assignor assign to the Assignee all $7,274,800 of the Assignor's 2026 allocation (the "Allocation") under the bond ceiling for the State of Colorado and its issuing authorities (the State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

D. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, $7,274,800.00 of the Assignor's 2026 allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee the Assignor's 2026 Allocation from the State Ceiling for private activity bonds in an amount equal to $7,274,800. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before December 31, 2026, or (b) Section 24-32-1706.5(3)(c), C.R.S., applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

Docusign Envelope ID: 1F446159-EA6D-85C8-8028-C2073BBF572A

(a) accepts the assignment of $7,274,800 of the Assignor's Allocation from the State Ceiling described above;

(b) agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Project; and

(b) agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project with a carryforward purpose.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

[The remainder of this page is intentionally left blank]

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[Signature Page to Assignment of Allocation]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO,
as Assignor

BY:_____
Chair

[SEAL]

ATTEST:

BY:_____
Deputy Clerk

Approved as to form:

_____
County Attorney

HOUSING CATALYST, as Assignee

DocuSigned by:
_____
024E244B7AEB46F...
Chief Executive Officer

[SEAL]

April Housing

HOUSING CATALYST

Larimer County
Private Activity Bond Request

Country Ranch

JUNE 2026

I. April Housing Overview

April Housing is opening new paths to preserve and expand the supply of high-quality affordable housing

With backing from Blackstone, April Housing is the largest operator and preserver of affordable housing in the US with more than 450 properties (65k+ units) in 40 states [1]

WHO WE ARE

- Over a 125+ person team, wholly-owned Blackstone portfolio company spanning all aspects of affordable housing - asset management, transactions, compliance, preservation, capital markets
- Affordable Housing partner for nonprofits, developers, municipalities, and states
- Experienced and diverse senior leadership team with **20+ years** of affordable housing experience

WHAT WE DO

- Manage best-in-class communities by partnering with resident-focused managers
- Preserve affordable housing by working with state and local agencies on preservation solutions
- Create new affordable housing supply through low-income housing tax credit-equity investments
- Provide resident services through an extensive service provider network
- Since 2024, April Housing has preserved affordability for over 2,100 units of affordable housing through resyndications

WHO WE SERVE

- Seniors and Families
- More than **80%** of April Housing's units primarily serve residents earning **60%** or less of area median income

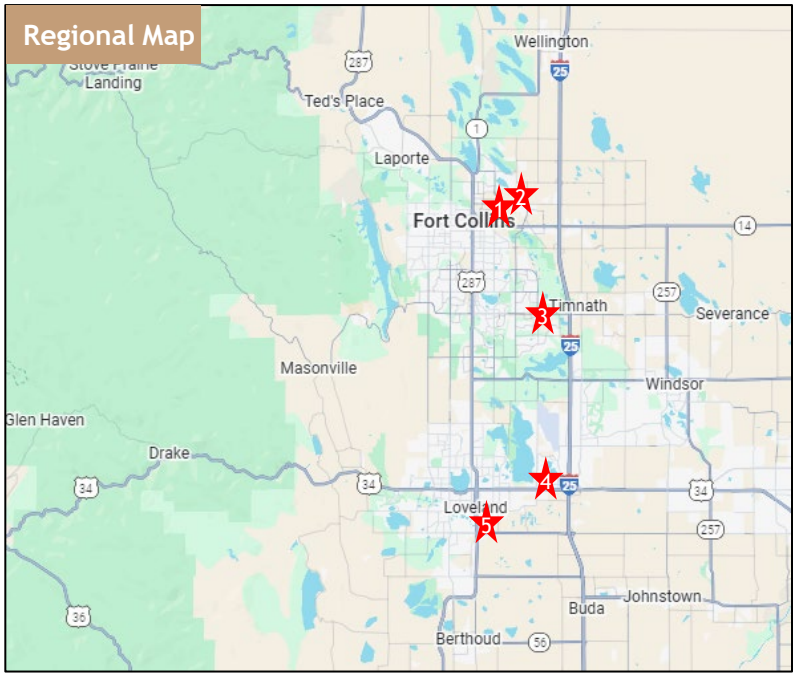
(1) By total unit count, based on Affordable Housing Finance.

II. Country Ranch - Project Overview

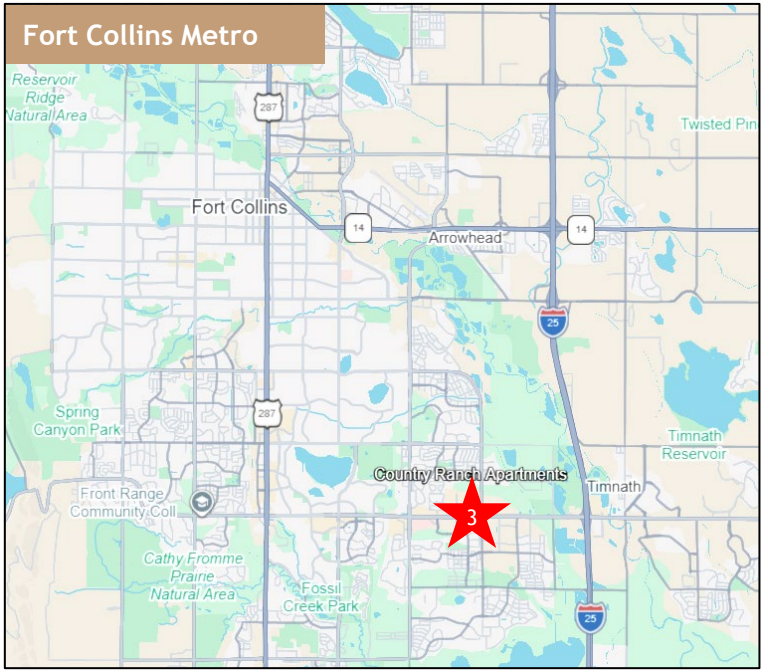
April Housing's Larimer County Portfolio includes 718 units across 5 communities

#	Community	Address	City	County	Units	Residency	Yr Built	LURA Exp
1	Buffalo Run	1245 East Lincoln Ave	Fort Collins	Larimer	144	Family	1999	2029
2	Bull Run	820 Merganser Dr	Fort Collins	Larimer	176	Family	2000	2030
3	Country Ranch	2921 Timberwood Drive	Fort Collins	Larimer	118	Family	2000	2030
4	Reserve at Centerra	4264 McWhinney Blvd	Loveland	Larimer	152	Family	2001	2032
5	Waterford Place	795 14th Street SE	Loveland	Larimer	128	Family	2004	2043
					718			

Regional Map



Fort Collins Metro



Site Overview



Acres: 8.697

Square Feet: 378,841

Flood Zone: X

Buildings: 23

Units: 118

Density: 13.41 units per acre

118-unit community in the City of Fort Collins

Highlights

118
units

2000
Year Built

2030
LURA Expiration

$60.6mm
Total Dev Cost

Property Summary

- Located in Fort Collins, Larimer County
- Population: Families and individuals
- 118 units, 23 buildings, 2-stories
- Built in 2000
- AMI Set Aside: 100% of units at 60%
- LURA expires in 2030
- Resident amenities: Clubhouse, exercise center, swimming pool, sport court, BBQ area, playground



Development Team

- Developer/Owner: April Housing
- Nonprofit Partner: Housing Catalyst
- General Contractor: ICON National
- Architect: Rosemann and Associates
- Owner's Representative: G2 Strategies
- Property Manager: Cirrus Management
- Energy Consultant: Group 14
- Civil Engineer: HKS

Unit Mix

Bedrooms	Type	Avg. SF	Units	% of Total
2	Flat	941	24	20%
2	Town House	1,110	28	24%
3	Flat	1,118	16	14%
3	Town House	1,332	50	42%
	Total:	1,125	118	





Exterior Property Photos







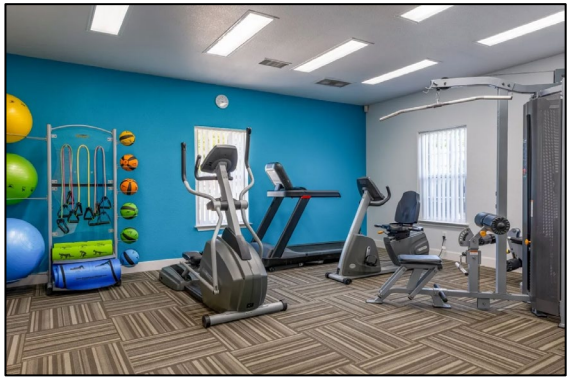




Site Amenity Photos











Unit Interior Photos









Construction and Design Overview

Highlights

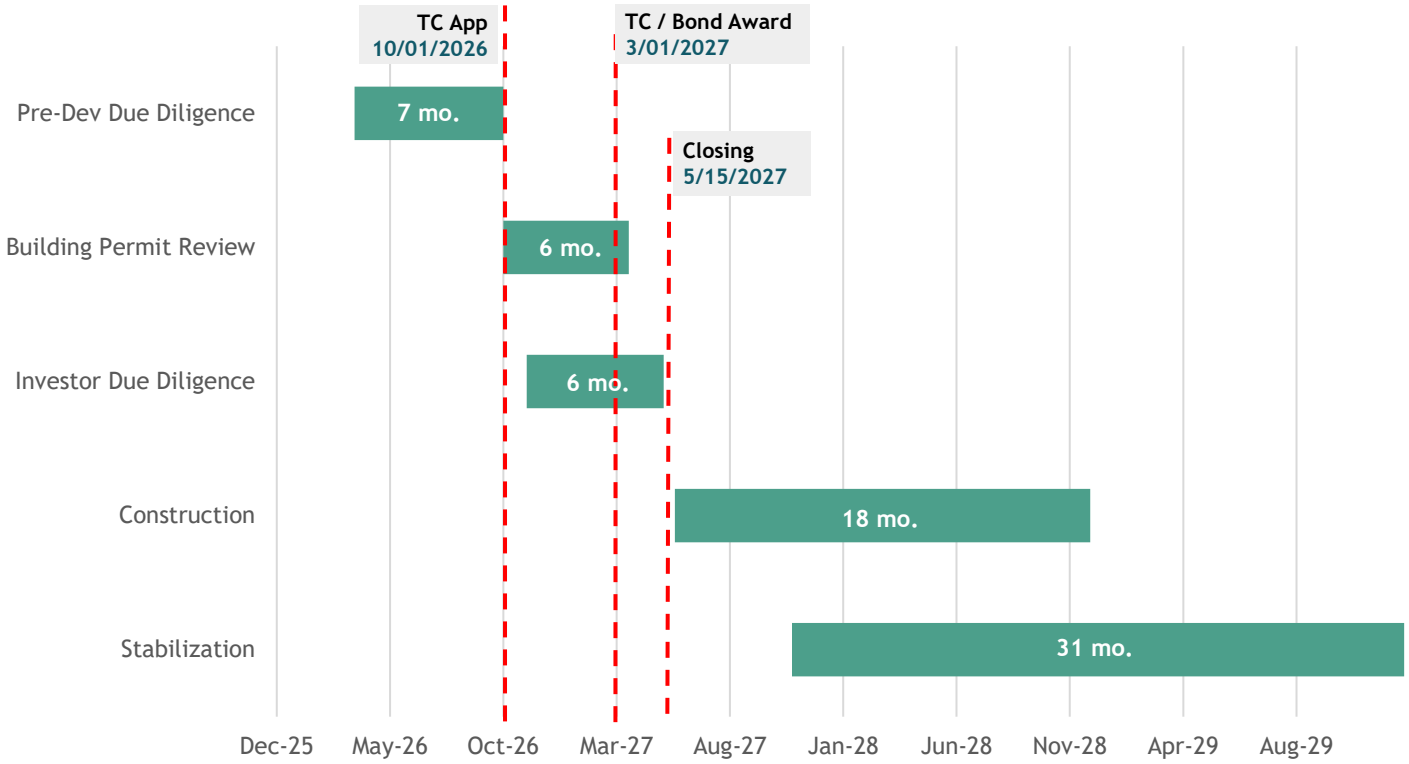
$11mm
Hard Costs

$93k
Hard Costs / Unit

18
Month Duration

Scope of Work

- Units: appliances, cabinet reface, countertops, flooring, lighting, HVAC systems, bathroom accessories, paint
- Building Exterior: paint, doors, lighting, siding repairs
- Site: parking lots and driveways, landscaping, pool, accessible path of travel, playground, picnic area, sports court, lighting
- Clubhouse: appliances, cabinets, countertops, flooring, lighting, paint, exercise room,
- Sustainability: project will be EGC compliant



Financial Underwriting Overview

Highlights

$60.7mm
Total Investment

$514k
Total Investment Per Unit

$22.1mm
Total Bond

$19.6mm
LIHTC Equity

Sources & Uses	Total Dev Costs	$/Unit
Bond Proceeds	$ 22,143,421	$ 187,656
Federal Equity	$ 19,610,586	$ 166,191
GP Equity	$ 100	$ 1
Seller Note	$ 8,183,229	$ 69,349
Accrued Interest	$ 3,488,642	$ 29,565
Cash From Operations	$ 2,779,382	$ 23,554
Deferred Developer Fee	$ 4,460,175	$ 37,798
Total Sources	**$ 60,665,535**	**$ 514,115**
Acquisition Costs	$ 28,800,000	$ 244,068
Rehabilation Cost	$ 11,023,612	$ 93,420
Soft Costs	$ 2,406,848	$ 20,397
Financing Cost	$ 12,061,457	$ 102,216
Developer Fee	$ 5,460,175	$ 46,273
Reserves	$ 913,443	$ 7,741
Total Uses	**$ 60,665,535**	**$ 514,115**

Bond Breakdown: $5,874,467 (City of Fort Collins), $7,274,800 (Larimer County), $7,487,306 (CHFA recycled bonds), and $1,506,848 of new bond issuance to be secured.

Private Activity Bond
2026 Allocation

Board of County Commissioners
Larimer County

June 16, 2026

HOUSING CATALYST

Building Community. Inspiring Change.







OUR MISSION:

To create vibrant, sustainable communities throughout Northern Colorado.

HOUSING CATALYST

EXPERIENCED DEVELOPER, AWARD-WINNING COMMUNITIES













$50,994,982

Private Activity Bond Allocations from Larimer County

to Housing Catalyst Projects and Partnerships
Since 2013

Includes 2026 request and award of $7,274,800 (Phase 1 and Phase 2)















VILLAGE ON PLUM (2015)

95 Units

$8.75M Private Activity Bonds









VILLAGE ON REDWOOD (2017)

72 Units

$12M Private Activity Bonds









VILLAGE ON SHIELDS (2018)

285 Units

$35M Private Activity Bonds









VILLAGE ON HORSETOOTH (2018)

96 Units

$19M Private Activity Bonds









Oak 140 (2023)

79 Units

$19.3M Private Activity Bonds









VILLAGE ON IMPALA (2025)

86 Units

$19.5M Private Activity Bonds









VILLAGE ON EASTBROOK (2027)

73 Units, Under Construction

$20M Private Activity Bonds

Larimer County
Private Activity Bond Allocations from 2013-2026

Supported the Development and Preservation of

925

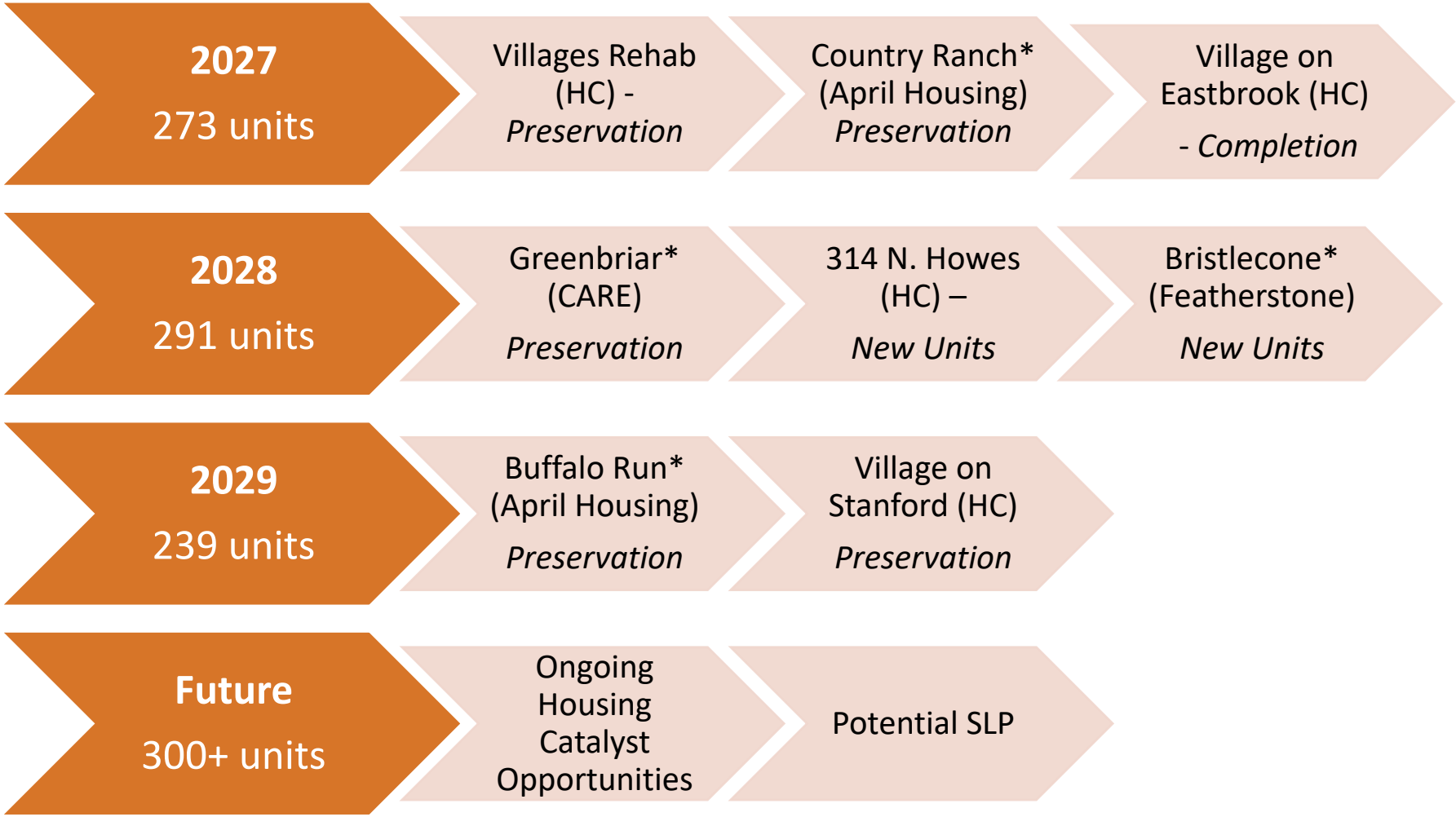
Units of Affordable Housing

2026 PAB Allocation of $7,274,800

will support rehabilitation of Country Ranch Apartments (April Housing) and Northern Colorado PHA pipeline projects

Development Pipeline

By Anticipated Year of Construction



* Special Limited Partnerships

THANK YOU

Julie Brewen
Chief Executive Officer
jbrewen@housingcatalyst.com

Kristin Fritz
Chief Real Estate Officer
kfritz@housingcatalyst.com

HOUSING CATALYST
Building Community. Inspiring Change.