

#### **Board of County Commissioners**

Eva J. Henry - District #1 Charles "Chaz" Tedesco - District #2 Erik Hansen - District #3 Steve O'Dorisio - District #4 Mary Hodge - District #5

#### **PUBLIC HEARING AGENDA**

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

#### THIS AGENDA IS SUBJECT TO CHANGE

Tuesday July 25, 2017 9:30 AM

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. MOTION TO APPROVE AGENDA
- 4. AWARDS AND PRESENTATIONS
- 5. PUBLIC COMMENT

#### A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

#### **B.** Elected Officials' Communication

### 6. CONSENT CALENDAR

<b>A.</b>	List of Expenditures Under the Dates of July	y 10-14, 2017
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- **B.** Adams County Treasurer's Summary June 1-30, 2017
- C. Resolution Approving the Intergovernmental Agreement between Adams County and Boulder County to Conduct BRT Station Design and Identify Multimodal Connectivity and Right-of-Way Needs on State Highway 7
- **D.** Resolution Approving Intergovernmental Agreement between the City of Thornton and Adams County for the Paving of 88th Avenue

- E. Resolution Approving Option Letter #5 and Amending the Contract between Adams County and the Denver Regional Council of Governments for the Community Transit (a.k.a. A-Lift) Program
- **F.** Resolution Approving the Adams County Head Start Year Three of Five Continuation Grant Application for 2017 2018

#### 7. NEW BUSINESS

#### A. COUNTY MANAGER

A. Resolution Accepting a Proposal and Awarding an Agreement to K&H Election Services for Ballot Printing and Mailing Services

#### **B. COUNTY ATTORNEY**

- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Bargaining Policies
- 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Negotiation Discussions Regarding Marijuana Sales Tax

#### 10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

## County of Adams **Net Warrant by Fund Summary**

Fund	Fund	
Number	Description	Amount
1	General Fund	837,871.72
5	Golf Course Enterprise Fund	15,597.68
6	Equipment Service Fund	128,126.19
13	Road & Bridge Fund	88,891.97
19	Insurance Fund	158,034.09
24	Conservation Trust Fund	3,255.00
27	Open Space Projects Fund	23,472.71
30	Community Dev Block Grant Fund	4,094.00
31	Head Start Fund	8,933.40
34	Comm Services Blk Grant Fund	10,442.00
35	Workforce & Business Center	5,355.49
43	Front Range Airport	5,748.91
50	FLATROCK Facility Fund	5,075.00
	_	1,294,898.16

#### County of Adams

1	General	Linad
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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00710978	239044	ADAMS STEFANI	07/10/17	27.71
00710979	433987	ADCO DISTRICT ATTORNEY'S OFFIC	07/10/17	357.46
00710980	383698	ALLIED UNIVERSAL SECURITY SERV	07/10/17	1,819.03
00710981	12012	ALSCO AMERICAN INDUSTRIAL	07/10/17	26.89
00710982	514477	COBURN CHRISTI	07/10/17	134.68
00710983	418678	CONVERCENT INC	07/10/17	14,110.00
00710985	581490	MAYER LISA	07/10/17	165.10
00710986	99101	MESA COUNTY SHERIFF'S OFFICE	07/10/17	21.60
00710987	263724	RED HAWK FIRE & SECURITY	07/10/17	1,004.60
00710988	564443	SHIBAO KELSEY	07/10/17	135.00
00710989	13538	SHRED IT USA LLC	07/10/17	30.00
00710990	414374	STRAUCH KEVIN	07/10/17	193.68
00711028	91631	ADAMSON POLICE PRODUCTS	07/12/17	2,435.00
00711031	2914	BOB BARKER COMPANY	07/12/17	7,484.50
00711033	612036	CEIA USA LTD	07/12/17	750.00
00711034	794425	COAST TO COAST COMPUTER PRODUC	07/12/17	4,659.60
00711036	87117	GRANICUS INC	07/12/17	300.00
00711039	238225	LINKEDIN.COM	07/12/17	3,543.75
00711040	4551	NEVE'S UNIFORMS INC	07/12/17	4,216.24
00711043	188759	STALEY TECHNOLOGIES	07/12/17	390.00
00711050	13593	KAISER PERMANENTE	07/12/17	8,850.00
00711052	98414	ROCKY MTN HEALTH PLAN	07/12/17	850.00
00711054	46792	SECURE HORIZONS	07/12/17	1,500.00
00711056	240959	UNITED HEALTHCARE	07/12/17	6,050.00
00711062	334777	ALLEN DEBRA JEAN	07/12/17	184.00
00711063	14657	ANGELL LINDA S	07/12/17	86.83
00711067	40398	CINTAS CORPORATION #66	07/12/17	139.25
00711068	42540	DELL MARKETING LP	07/12/17	17,419.26
00711069	40325	DENVER POST	07/12/17	251.80
00711070	13409	EASTERN DISPOSE ALL	07/12/17	163.50
00711072	620000	EWERKS KEVIN	07/12/17	300.00
00711073	38051	FOOTHILLS ROOF SERVICES INC	07/12/17	3,825.00
00711074	37852	FTI GROUP	07/12/17	654.11
00711075	365681	GETTY IMAGES (US) INC	07/12/17	4,100.00
00711076	41110	GOVERNMENT TECHNOLOGY SOLUTION	07/12/17	8,512.00
00711079	79260	IDEXX DISTRIBUTION INC	07/12/17	2,062.26

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# County of Adams

1 General Fund
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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711080	13565	INTERMOUNTAIN REA	07/12/17	17.39
00711082	485045	KORBY LANDSCAPE LLC	07/12/17	7,336.00
00711085	13591	MWI VETERINARY SUPPLY CO	07/12/17	3,885.18
00711086	20458	NORTHSIDE EMERGENCY PET CLINIC	07/12/17	180.00
00711088	282112	ORACLE AMERICA INC	07/12/17	37,851.66
00711089	4842	PITNEY BOWES	07/12/17	273.48
00711091	308437	RANDSTAD US LP	07/12/17	1,311.26
00711096	7102	SHERWIN WILLIAMS	07/12/17	12.99
00711097	414086	SQUEEGEE SQUAD	07/12/17	775.00
00711099	293662	SUMMIT LABORATORIES INC	07/12/17	410.00
00711100	593782	TISCHLERBISE INC	07/12/17	22,283.00
00711102	1007	UNITED POWER (UNION REA)	07/12/17	6,261.47
00711103	1007	UNITED POWER (UNION REA)	07/12/17	166.97
00711104	1007	UNITED POWER (UNION REA)	07/12/17	29.64
00711105	1007	UNITED POWER (UNION REA)	07/12/17	1,604.12
00711106	1007	UNITED POWER (UNION REA)	07/12/17	1,119.48
00711107	1007	UNITED POWER (UNION REA)	07/12/17	121.08
00711108	1007	UNITED POWER (UNION REA)	07/12/17	80.58
00711114	618587	VECTOR DISEASE CONTROL INTERNA	07/12/17	53,268.75
00711115	619822	VERTIV SERVICES INC	07/12/17	2,357.73
00711116	45300	VISION SOLUTIONS INC	07/12/17	12,999.12
00711117	338508	WRIGHTWAY INDUSTRIES INC	07/12/17	546.05
00711118	13822	XCEL ENERGY	07/12/17	11,902.12
00711119	13822	XCEL ENERGY	07/12/17	910.35
00711120	13822	XCEL ENERGY	07/12/17	972.84
00711121	13822	XCEL ENERGY	07/12/17	45.37
00711122	13822	XCEL ENERGY	07/12/17	245.41
00711123	13822	XCEL ENERGY	07/12/17	66.81
00711124	13822	XCEL ENERGY	07/12/17	91.84
00711125	13822	XCEL ENERGY	07/12/17	39.26
00711126	13822	XCEL ENERGY	07/12/17	49.46
00711127	13822	XCEL ENERGY	07/12/17	147.13
00711128	13822	XCEL ENERGY	07/12/17	42.33
00711129	13822	XCEL ENERGY	07/12/17	62.72
00711136	42779	ADAMS COUNTY COMMUNICATION CEN	07/13/17	357,478.38
00711137	433987	ADCO DISTRICT ATTORNEY'S OFFIC	07/13/17	137.37

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# County of Adams

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711138	383698	ALLIED UNIVERSAL SECURITY SERV	07/13/17	16,619.62
00711140	9902	CHEMATOX LABORATORY INC	07/13/17	740.00
00711141	13049	COMMUNITY REACH CENTER	07/13/17	40,993.00
00711142	410563	CULBERT JENNIFER	07/13/17	344.40
00711144	263245	DENVER HEALTH & HOSPITAL AUTHO	07/13/17	816.30
00711145	289494	HENRY EVA J	07/13/17	597.30
00711146	77611	KD SERVICE GROUP	07/13/17	1,958.62
00711147	51274	MCDONALD YONG HUI V	07/13/17	4,845.00
00711148	93018	MURPHY RICK	07/13/17	3,681.06
00711149	618136	PARAGON DINING SERVICES	07/13/17	156.00
00711150	12691	PEARL COUNSELING ASSOCIATES	07/13/17	9,342.23
00711151	339372	ROSS SHIRLEY M	07/13/17	675.00
00711152	7406	SIERRA DETENTION SYSTEMS	07/13/17	18,214.52
00711157	616484	ACRW TRUMPETEERS	07/14/17	150.00
00711160	383698	ALLIED UNIVERSAL SECURITY SERV	07/14/17	2,126.24
00711162	491318	AMERICAN EAGLE DISTRIBUTING	07/14/17	977.00
00711163	617501	ANDERSON BEEF	07/14/17	75.00
00711166	300978	BARNHART SUSAN	07/14/17	75.00
00711167	619820	BENCHMARK BUCKLES LLC	07/14/17	3,175.00
00711168	618653	BONDS KENNETH	07/14/17	87.74
00711171	192914	BYRD YVETTE	07/14/17	75.00
00711177	40398	CINTAS CORPORATION #66	07/14/17	134.43
00711179	617503	COLE CAROL	07/14/17	225.00
00711183	617505	CORRAL LETICIA	07/14/17	650.00
00711184	617502	CUEVAS MARIA	07/14/17	677.50
00711185	617497	DEHERRERA JUDY	07/14/17	75.00
00711191	34197	GOURD THADDEUS	07/14/17	515.21
00711193	617506	GURROLA VERONICA	07/14/17	400.00
00711194	617493	HART SHANNA	07/14/17	75.00
00711195	486419	HIGH COUNTRY BEVERAGE	07/14/17	604.00
00711196	33278	HURDELBRINK JULIA	07/14/17	228.45
00711197	433932	INDUSTRIAL PIPE SOLUTIONS	07/14/17	1,155.00
00711199	289628	KUSA	07/14/17	3,254.38
00711201	617504	LANDEROS LAURA	07/14/17	400.00
00711203	211669	MAEZ JENNY	07/14/17	150.00
00711204	422240	MANN LACEY	07/14/17	215.07

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1 (	General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711205	449930	MARTINEZ VANESSA	07/14/17	75.00
00711206	617496	MEDINA MARIA	07/14/17	75.00
00711207	592165	MENDOZA REYNA	07/14/17	75.00
00711208	617492	MFCC WEST	07/14/17	75.00
00711209	20845	MILE HIGH OUTDOOR	07/14/17	3,000.00
00711210	617498	MIRANDA GABRIELLA	07/14/17	75.00
00711211	617494	MORENO JOSEPHINE	07/14/17	75.00
00711212	13719	MORGAN COUNTY REA	07/14/17	108.15
00711213	13591	MWI VETERINARY SUPPLY CO	07/14/17	539.23
00711214	617500	NORMAN AMANDA	07/14/17	150.00
00711217	45133	PPS INTERIORS	07/14/17	2,243.00
00711218	48059	RADIO RESOURCE INC	07/14/17	52.00
00711220	582112	SEGOVIA SARAH	07/14/17	75.00
00711221	617495	SHADE CLINTON	07/14/17	75.00
00711223	3932	SPECIAL DISTRICT ASSN OF COLO	07/14/17	150.00
00711224	13949	STRASBURG SANITATION	07/14/17	856.80
00711225	41127	THYSSENKRUPP ELEVATOR CORP	07/14/17	1,412.20
00711226	1007	UNITED POWER (UNION REA)	07/14/17	68.90
00711227	1007	UNITED POWER (UNION REA)	07/14/17	28,116.64
00711228	1007	UNITED POWER (UNION REA)	07/14/17	129.34
00711229	1007	UNITED POWER (UNION REA)	07/14/17	6,649.15
00711230	1007	UNITED POWER (UNION REA)	07/14/17	7,834.47
00711231	1007	UNITED POWER (UNION REA)	07/14/17	63.71
00711232	1007	UNITED POWER (UNION REA)	07/14/17	22,460.65
00711233	1007	UNITED POWER (UNION REA)	07/14/17	510.56
00711234	1007	UNITED POWER (UNION REA)	07/14/17	1,424.62
00711235	1007	UNITED POWER (UNION REA)	07/14/17	275.68
00711236	1007	UNITED POWER (UNION REA)	07/14/17	45.25
00711237	20730	UNITED STATES POSTAL SERVICE	07/14/17	118.23
00711238	617499	VANCIL JOSH	07/14/17	75.00
00711239	28975	VERIZON WIRELESS	07/14/17	301.68
00711240	1038	WAGNER RENTS INC	07/14/17	895.00
00711241	544338	WESTAR REAL PROPERTY SERVICES	07/14/17	14,281.36
00711243	13822	XCEL ENERGY	07/14/17	42.82
00711244	13822	XCEL ENERGY	07/14/17	2,023.82
00711245	13822	XCEL ENERGY	07/14/17	7,125.20

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**Net Warrants by Fund Detail** 

 Marrant
 Supplier No
 Supplier Name
 Warrant Date
 Amount

 Fund Total
 837,871.72

#### **Net Warrants by Fund Detail**

**Golf Course Enterprise Fund** 

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711109	1007	UNITED POWER (UNION REA)	07/12/17	76.21
00711110	1007	UNITED POWER (UNION REA)	07/12/17	3,535.62
00711111	1007	UNITED POWER (UNION REA)	07/12/17	1,061.12
00711112	1007	UNITED POWER (UNION REA)	07/12/17	247.29
00711113	1007	UNITED POWER (UNION REA)	07/12/17	7,308.63
00711130	13822	XCEL ENERGY	07/12/17	405.11
00711159	302764	AGFINITY INC	07/14/17	1,582.11
00711161	12012	ALSCO AMERICAN INDUSTRIAL	07/14/17	42.56
00711170	9822	BUCKEYE WELDING SUPPLY CO INC	07/14/17	26.00
00711200	11496	L L JOHNSON DIST	07/14/17	1,177.31
00711246	13822	XCEL ENERGY	07/14/17	135.72
			Fund Total	15,597.68

#### **Net Warrants by Fund Detail**

**Equipment Service Fund** 

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711027	11657	A & E TIRE INC	07/12/17	1,369.80
00711042	16237	SAM HILL OIL INC	07/12/17	1,531.68
00711059	11657	A & E TIRE INC	07/12/17	2,119.96
00711060	295403	ABRA AUTO BODY & GLASS	07/12/17	255.81
00711065	518705	BOHANNAN BRIAN	07/12/17	150.00
00711078	491796	HRT ENTERPRISES LLC	07/12/17	120.00
00711094	16237	SAM HILL OIL INC	07/12/17	14,913.34
00711101	44409	TRANSWEST TRAILERS INC	07/12/17	70,064.40
00711153	620297	BECO EQUIPMENT CO	07/14/17	5,300.00
00711154	620297	BECO EQUIPMENT CO	07/14/17	1,000.00
00711156	11657	A & E TIRE INC	07/14/17	614.20
00711198	27626	JOHN ELWAY CHEVROLET	07/14/17	30,687.00
			Fund Total	128,126.19

#### **Net Warrants by Fund Detail**

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Road & Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00711029	12012	ALSCO AMERICAN INDUSTRIAL	07/12/17	388.37
00711030	23969	ASPHALT SPECIALTIES CO INC	07/12/17	1,009.82
00711032	8909	BRANNAN SAND & GRAVEL COMPANY	07/12/17	413.28
00711037	506641	JK TRANSPORTS INC	07/12/17	76,361.50
00711041	430098	REPUBLIC SERVICES #535	07/12/17	2,442.75
00711046	158184	UTILITY NOTIFICATION CENTER OF	07/12/17	175.45
00711049	7872	VULCAN INC	07/12/17	3,323.30
00711077	12812	GROUND ENGINEERING CONSULTANTS	07/12/17	3,832.50
00711092	618622	ROSE MARGARET ANN	07/12/17	422.50
00711093	618628	RUSCETTA JAMES LEE	07/12/17	422.50
00711178	336027	CITY OF WESTMINSTER	07/14/17	100.00
			Fund Total	88,891.97

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19	Insurance Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00711035	13663	DELTA DENTAL PLAN OF COLO	07/12/17	10,374.12	
	00711038	13593	KAISER PERMANENTE	07/12/17	3,410.96	
	00711044	37507	UNITED HEALTHCARE	07/12/17	5,988.28	
	00711045	240958	UNITED HEALTHCARE	07/12/17	11,571.60	
	00711047	11552	VISION SERVICE PLAN-CONNECTICU	07/12/17	346.71	
	00711048	11552	VISION SERVICE PLAN-CONNECTICU	07/12/17	3.81	
	00711051	13593	KAISER PERMANENTE	07/12/17	76,506.21	
	00711053	98414	ROCKY MTN HEALTH PLAN	07/12/17	4,787.30	
	00711055	46792	SECURE HORIZONS	07/12/17	16,314.02	
	00711057	240959	UNITED HEALTHCARE	07/12/17	25,451.08	
	00711189	182042	FIT SOLDIERS FITNESS BOOT CAMP	07/14/17	3,280.00	
				Fund Total	158,034.09	

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24	Conservation Trust Fund					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	$\overline{00711164}$	99435	ASPEN ENVIRONMENTAL INC	07/14/17	675.00	
	00711192	70550	GUILDNER PIPELINE MAINTENANCE	07/14/17	2,580.00	
				Fund Total	3,255.00	

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27	Open Space	Open Space Projects Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00711165	99435	ASPEN ENVIRONMENTAL INC	07/14/17	1,971.00			
	00711186	237568	DESIGN WORKSHOP	07/14/17	18,788.11			
	00711188	128693	DREXEL BARRELL & CO	07/14/17	2,713.60			
				Fund Total	23,472.71			

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30	Community	Community Dev Block Grant Fund						
	Warrant	Supplier No	Supplier Name_	Warrant Date	Amount			
	00711061	13047	ADAMS COUNTY HOUSING AUTHORITY	07/12/17	4,094.00			
				Fund Total	4,094.00			

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Head Start Fund	
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Warrant	Supplier No	Supplier Name_	Warrant Date_	Amount
00711087	310256	ONE WORLD TRANSLATION & ASSOCI	07/12/17	165.35
00711155	48342	A & A LANGUAGES LLC	07/14/17	275.00
00711158	8801361	ADAMS COUNTY SHERIFF DEPT	07/14/17	5.00
00711169	13164	BRIGHTON LOCK & KEY SERVICE	07/14/17	10.00
00711172	37266	CENTURY LINK	07/14/17	1,122.85
00711173	37266	CENTURY LINK	07/14/17	97.50
00711174	37266	CENTURY LINK	07/14/17	167.71
00711175	37266	CENTURY LINK	07/14/17	345.46
00711176	37266	CENTURY LINK	07/14/17	123.88
00711180	5078	COLO DEPT OF HUMAN SERVICES	07/14/17	28.00
00711181	248029	COMMUNITY REACH CENTER FOUNDAT	07/14/17	6,190.04
00711190	28726	G & K SERVICES	07/14/17	122.98
00711202	157395	LUJAN MONICA	07/14/17	37.68
00711215	371505	OLIVER LESLIE	07/14/17	40.13
00711216	1463	ORKIN PEST CONTROL	07/14/17	87.36
00711222	13538	SHRED IT USA LLC	07/14/17	60.00
00711242	51121	WHISENANT ELISA A	07/14/17	54.46
			Fund Total	8,933.40

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34	Comm Services Blk Grant Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00711090	189016	PROJECT ANGEL HEART	07/12/17	10,442.00		
				Fund Total	10.442.00		

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35	Workforce &	Workforce & Business Center							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount				
	00710984	601220	LOCKHEED MARTIN SPACE SYSTEMS	07/10/17	425.00				
	00711066	152461	CENTURYLINK	07/12/17	2.23				
	00711084	580067	MCBOAT GREG	07/12/17	39.59				
	00711139	152461	CENTURYLINK	07/13/17	8.10				
	00711143	133513	DEEP ROCK WATER	07/13/17	80.57				
	00711182	1483	COMPUTER SYSTEMS DESIGN	07/14/17	4,800.00				
				Fund Total	5,355.49				

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43	Front Range Airport					
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
	00711064	80118	AT&T CORP	07/12/17	97.68	
	00711071	13410	EASTERN SLOPE RURAL TELEPHONE	07/12/17	81.23	
	00711081	327058	JACKSON, LARRY E	07/12/17	135.00	
	00711095	37110	SB PORTA BOWL RESTROOMS INC	07/12/17	396.00	
	00711187	82382	DOOR SPECIALTIES	07/14/17	4,997.00	
	00711219	44131	ROGGEN FARMERS ELEVATOR ASSN	07/14/17	42.00	
				Fund Total	5,748.91	

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50	FLATROCK Facility Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00711083	9379	MARTIN MARTIN CONSULTING ENGIN	07/12/17	4,995.00			
	00711098	414086	SQUEEGEE SQUAD	07/12/17	80.00			
				Fund Total	5,075,00			

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9418	Administrative Cost Pool	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Grants to Other Instit					
	PROJECT ANGEL HEART	00034	901717	282523	07/12/17	10,442.00
					Account Total	10,442.00
				D	epartment Total	10,442.00

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4302	Airport Administration	Fund	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	901502	282270	07/10/17	84.86
					Account Total	84.86
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	901506	282270	06/30/17	396.00
					Account Total	396.00
				D	epartment Total	480.86

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4308	Airport ATCT	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	901502	282270	07/10/17	6.41
					Account Total	6.41
				D	epartment Total	6.41

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4304	Airport Operations/Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	JACKSON, LARRY E	00043	901504	282270	06/30/17	135.00
					Account Total	135.00
	Other Rents & Leases					
	ROGGEN FARMERS ELEVATOR ASSN	00043	901798	282650	07/13/17	42.00
					Account Total	42.00
	Telephone					
	AT&T CORP	00043	901502	282270	07/10/17	6.41
	EASTERN SLOPE RURAL TELEPHONE	00043	901503	282270	07/10/17	81.23
					Account Total	87.64
				Ε	epartment Total	264.64

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2051	ANS - Administration	<b>Fund</b>	Voucher	Batch No	GL Date	Amount
	Temporary Labor					
	RANDSTAD US LP	00001	901714	282523	07/12/17	561.97
	RANDSTAD US LP	00001	901715	282523	07/12/17	749.29
					Account Total	1,311.26
				De	partment Total	1,311.26

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2056	ANS - Clinic Operations	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Medical Services					
	EWERKS KEVIN	00001	901716	282523	07/12/17	300.00
					Account Total	300.00
				D	epartment Total	300.00

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1011	<b>Board of County Commissioners</b>	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Business Meetings					
	PARAGON DINING SERVICES	00001	901616	282394	07/11/17	156.00
					Account Total	156.00
	Legal Notices					
	DENVER POST	00001	901391	282126	07/07/17	251.80
					Account Total	251.80
	Travel & Transportation					
	HENRY EVA J	00001	901800	282655	07/13/17	469.30
	HENRY EVA J	00001	901801	282655	07/13/17	128.00
					Account Total	597.30
				D	epartment Total	1,005.10

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9275	<b>Community Corrections</b>	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Mileage Reimbursements					
	ANGELL LINDA S	00001	901712	282523	07/12/17	86.83
					Account Total	86.83
				D	epartment Total	86.83

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1052	Criminal Justice Coord Council	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Travel & Transportation					
	ALLEN DEBRA JEAN	00001	901720	282523	07/12/17	184.00
					Account Total	184.00
				D	epartment Total	184.00

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1022	CLK Elections	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Destruction of Records					
	SHRED IT USA LLC	00001	901280	281988	07/06/17	30.00
					Account Total	30.00
	Travel & Transportation					
	COBURN CHRISTI	00001	901273	281988	07/06/17	134.68
	STRAUCH KEVIN	00001	901282	281988	07/06/17	193.68
					Account Total	328.36
				De	epartment Total	358.36

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1023	CLK Motor Vehicle	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	901271	281988	07/06/17	26.89
					Account Total	26.89
	Other Professional Serv					
	RED HAWK FIRE & SECURITY	00001	901276	281988	07/06/17	47.60
	RED HAWK FIRE & SECURITY	00001	901279	281988	07/06/17	957.00
					Account Total	1,004.60
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	901270	281988	07/06/17	1,819.03
					Account Total	1,819.03
				D	epartment Total	2,850.52

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6021	CT- Trails- Plan/Design Const	Fund	Voucher	Batch No	GL Date	Amount
	Improv Other Than Bldgs					
	ASPEN ENVIRONMENTAL INC	00024	901381	282121	07/07/17	675.00
					Account Total	675.00
	Water/Sewer/Sanitation					
	GUILDNER PIPELINE MAINTENANCE	00024	900484	281247	06/27/17	2,580.00
					Account Total	2,580.00
				D	epartment Total	3,255.00

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1051	District Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Court Reporting Transcripts					
	SHIBAO KELSEY	00001	901390	282125	07/07/17	135.00
					Account Total	135.00
	Mileage Reimbursements					
	ADAMS STEFANI	00001	901386	282125	07/07/17	27.71
	MAYER LISA	00001	901388	282125	07/07/17	135.46
	MAYER LISA	00001	901388	282125	07/07/17	29.64
					Account Total	192.81
	Other Professional Serv					
	CULBERT JENNIFER	00001	901602	282390	07/11/17	344.40
	DENVER HEALTH & HOSPITAL AUTHO	00001	901604	282390	07/11/17	816.30
	MESA COUNTY SHERIFF'S OFFICE	00001	901389	282125	07/07/17	21.60
					Account Total	1,182.30
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901387	282125	07/07/17	93.59
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901387	282125	07/07/17	26.21
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901387	282125	07/07/17	125.53
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901387	282125	07/07/17	112.13
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901600	282390	07/11/17	57.69
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	901600	282390	07/11/17	79.68
					Account Total	494.83
				D	epartment Total	2,004.94

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97802	Employment Support Fund	Fund	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	DEEP ROCK WATER	00035	901735	282528	07/12/17	80.57
					Account Total	80.57
				D	epartment Total	80.57

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6	Equipment Service Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	A & E TIRE INC	00006	901426	282228	07/10/17	962.64
	A & E TIRE INC	00006	901428	282228	07/10/17	407.16
	A & E TIRE INC	00006	901698	282522	07/12/17	308.96
	A & E TIRE INC	00006	901699	282522	07/12/17	1,811.00
	A & E TIRE INC	00006	901936	282676	07/13/17	614.20
	ABRA AUTO BODY & GLASS	00006	901697	282522	07/12/17	255.81
	JOHN ELWAY CHEVROLET	00006	901931	282676	07/13/17	30,687.00
	SAM HILL OIL INC	00006	901429	282228	07/10/17	1,531.68
	SAM HILL OIL INC	00006	901518	282285	07/10/17	14,913.34
	TRANSWEST TRAILERS INC	00006	901517	282285	07/10/17	70,064.40
					Account Total	121,556.19
				De	epartment Total	121,556.19

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9243	Extension - Family & Consumer	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	901385	282121	07/07/17	41.15
					Account Total	41.15
				Ι	Department Total	41.15

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9240	Extension - Horticulture	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	VERIZON WIRELESS	00001	901385	282121	07/07/17	41.15
					Account Total	41.15
				De	epartment Total	41.15

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9241	Extension-Administration	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements	00001	001202	202121	05/05/15	515.01
	GOURD THADDEUS	00001	901383	282121	07/07/17	515.21
					Account Total	515.21
	Other Communications					
	VERIZON WIRELESS	00001	901385	282121	07/07/17	95.93
					Account Total	95.93
				]	Department Total	611.14

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9244	Extension- 4-H/Youth	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	HURDELBRINK JULIA	00001	901384	282121	07/07/17	228.45
	MANN LACEY	00001	901501	282266	07/10/17	215.07
					Account Total	443.52
	Other Communications					
	VERIZON WIRELESS	00001	901385	282121	07/07/17	41.15
	VERIZON WIRELESS	00001	901385	282121	07/07/17	41.15
	VERIZON WIRELESS	00001	901385	282121	07/07/17	41.15
					Account Total	123.45
				D	epartment Total	566.97

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1014	Finance	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Operating Supplies					
	FTI GROUP	00001	901713	282523	07/12/17	654.11
					Account Total	654.11
				Γ	Department Total	654.11

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9114	Fleet- Commerce	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Vehicle Repair & Maint					
	HRT ENTERPRISES LLC	00006	901497	282242	07/10/17	120.00
					Account Total	120.00
				D	epartment Total	120.00

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9115	Fleet- Strasbrg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Uniforms & Cleaning					
	BOHANNAN BRIAN	00006	901718	282523	07/12/17	150.00
					Account Total	150.00
				D	epartment Total	150.00

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43	Front Range Airport	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Received not Vouchered Clrg					
	DOOR SPECIALTIES	00043	901927	282676	07/13/17	4,997.00
					Account Total	4,997.00
				D	epartment Total	4,997.00

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50	FLATROCK Facility Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	MARTIN MARTIN CONSULTING ENGIN	00050	901708	282522	07/12/17	4,995.00
					Account Total	4,995.00
				D	epartment Total	4,995.00

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1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	WESTAR REAL PROPERTY SERVICES	00001	901851	282664	07/01/17	14,281.36
					Account Total	14,281.36
	Gas & Electricity					
	Energy Cap Bill ID=7494	00001	901473	282237	06/21/17	972.84
					Account Total	972.84
	Mileage Reimbursements					
	BONDS KENNETH	00001	901778	282645	07/13/17	87.74
					Account Total	87.74
	Operating Supplies					
	SHERWIN WILLIAMS	00001	901596	282374	07/11/17	12.99
					Account Total	12.99
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	901590	282374	07/11/17	72.50
					Account Total	72.50
				Б	epartment Total	15,427.43

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1075	FO - Administration Bldg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7501	00001	901471	282237	06/20/17	17.39
	Energy Cap Bill ID=7516	00001	901783	282647	07/05/17	129.34
	Energy Cap Bill ID=7518	00001	901784	282647	07/01/17	108.15
					Account Total	254.88
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=7517	00001	901785	282647	07/03/17	856.80
	EASTERN DISPOSE ALL	00001	901589	282374	07/11/17	91.00
					Account Total	947.80
				D	epartment Total	1,202.68

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1114	FO - District Attorney Bldg.	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7511	00001	901786	282647	06/28/17	6,649.15
					Account Total	6,649.15
				D	epartment Total	6,649.15

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2090	FO - Flatrock Facility	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7483	00050	901487	282237	06/28/17	80.58
	Energy Cap Bill ID=7489	00050	901488	282237	06/23/17	42.33
	Energy Cap Bill ID=7498	00050	901489	282237	06/23/17	62.72
	Energy Cap Bill ID=7504	00050	901791	282647	06/28/17	1,424.62
	Energy Cap Bill ID=7512	00050	901792	282647	06/28/17	275.68
	Energy Cap Bill ID=7513	00050	901793	282647	06/28/17	45.25
					Account Total	1,931.18
				De	partment Total	1,931.18

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1077	FO - Government Center	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Building Repair & Maint					
	THYSSENKRUPP ELEVATOR CORP	00001	901777	282645	07/13/17	1,412.20
	VERTIV SERVICES INC	00001	901594	282374	07/11/17	386.00
	VERTIV SERVICES INC	00001	901595	282374	07/11/17	1,971.73
					Account Total	3,769.93
	Gas & Electricity					
	Energy Cap Bill ID=7496	00001	901472	282237	06/23/17	910.35
					Account Total	910.35
				De	epartment Total	4,680.28

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1070	FO - Honnen/Plan&Devel/MV Ware	Fund_	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7502	00001	901779	282647	06/30/17	2,023.82
					Account Total	2,023.82
				D	epartment Total	2,023.82

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1067	FO - Human Service Building	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Gas & Electricity					
	Energy Cap Bill ID=7500	00001	901470	282237	06/23/17	11,902.12
					Account Total	11,902.12
				D	epartment Total	11,902.12

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1071	FO - Justice Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7505	00001	901780	282647	06/28/17	68.90
	Energy Cap Bill ID=7507	00001	901781	282647	06/28/17	28,116.64
					Account Total	28,185.54
	Maintenance Contracts					
	SUMMIT LABORATORIES INC	00001	901593	282374	07/11/17	410.00
					Account Total	410.00
				De	epartment Total	28,595.54

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2009	FO - Sheriff Maintenance	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7506	00001	901787	282647	06/28/17	7,834.47
	Energy Cap Bill ID=7508	00001	901788	282647	06/28/17	63.71
	Energy Cap Bill ID=7509	00001	901789	282647	06/28/17	22,460.65
	Energy Cap Bill ID=7510	00001	901790	282647	06/28/17	510.56
					Account Total	30,869.39
				De	epartment Total	30,869.39

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1072	FO - West Service Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7503	00001	901782	282647	06/28/17	7,125.20
					Account Total	7,125.20
				D	epartment Total	7,125.20

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1076	FO-Adams County Service Center	Fund	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	PPS INTERIORS	00001	901775	282645	07/13/17	150.00
	PPS INTERIORS	00001	901776	282645	07/13/17	2,093.00
					Account Total	2,243.00
				]	Department Total	2,243.00

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1112	FO-Sheriff HQ/Coroner Building	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7497	00001	901486	282237	06/23/17	147.13
					Account Total	147.13
				De	epartment Total	147.13

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eneral Fund	<b>Fund</b>	Voucher	Batch No	GL Date	<b>Amount</b>
Received not Vouchered Clrg					
ADAMS COUNTY COMMUNICATION CEN	00001	901629	282397	07/11/17	271,859.04
ADAMS COUNTY COMMUNICATION CEN	00001	901629	282397	07/11/17	47,975.12
ADAMS COUNTY COMMUNICATION CEN	00001	901630	282397	07/11/17	28,515.96
ADAMS COUNTY COMMUNICATION CEN	00001	901630	282397	07/11/17	9,128.26
ADAMSON POLICE PRODUCTS	00001	901393	282136	07/07/17	845.00
ADAMSON POLICE PRODUCTS	00001	901394	282136	07/07/17	1,590.00
ALLIED UNIVERSAL SECURITY SERV	00001	901631	282397	07/11/17	16,619.62
AMERICAN EAGLE DISTRIBUTING	00001	901933	282676	07/13/17	977.00
BOB BARKER COMPANY	00001	901395	282136	07/07/17	7,484.50
CEIA USA LTD	00001	901397	282136	07/07/17	750.00
CHEMATOX LABORATORY INC	00001	901632	282397	07/11/17	740.00
CINTAS CORPORATION #66	00001	901519	282285	07/10/17	139.25
CINTAS CORPORATION #66	00001	901937	282676	07/13/17	134.43
COAST TO COAST COMPUTER PRODUC	00001	901396	282136	07/07/17	4,659.60
COMMUNITY REACH CENTER	00001	901633	282397	07/11/17	40,993.00
CONVERCENT INC	00001	901424	282227	07/10/17	14,110.00
DELL MARKETING L P	00001	901695	282522	07/12/17	17,419.26
GETTY IMAGES (US) INC	00001	901529	282285	07/10/17	4,100.00
GOVERNMENT TECHNOLOGY SOLUTION	00001	901693	282522	07/12/17	8,512.00
GRANICUS INC	00001	901442	282228	07/10/17	300.00
HIGH COUNTRY BEVERAGE	00001	901967	282676	07/13/17	604.00
IDEXX DISTRIBUTION INC	00001	901520	282285	07/10/17	185.13
IDEXX DISTRIBUTION INC	00001	901525	282285	07/10/17	1,877.13
INDUSTRIAL PIPE SOLUTIONS	00001	901929	282676	07/13/17	1,155.00
KD SERVICE GROUP	00001	901634	282397	07/11/17	247.50
KD SERVICE GROUP	00001	901635	282397	07/11/17	10.50
KD SERVICE GROUP	00001	901636	282397	07/11/17	150.00
KD SERVICE GROUP	00001	901637	282397	07/11/17	1,125.62
KD SERVICE GROUP	00001	901638	282397	07/11/17	317.50
KD SERVICE GROUP	00001	901639	282397	07/11/17	107.50
KORBY LANDSCAPE LLC	00001	901709	282522	07/12/17	752.73
KORBY LANDSCAPE LLC	00001	901710	282522	07/12/17	965.60
KORBY LANDSCAPE LLC	00001	901710	282522	07/12/17	1,129.09
KORBY LANDSCAPE LLC	00001	901710	282522	07/12/17	1,310.00
KORBY LANDSCAPE LLC	00001	901710	282522	07/12/17	298.03

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1 General Fund		Fund	Voucher	Batch No	GL Date	Amount
KORBY LAND	OSCAPE LLC	00001	901710	282522	07/12/17	426.25
KORBY LAND	OSCAPE LLC	00001	901710	282522	07/12/17	419.86
KORBY LAND	OSCAPE LLC	00001	901710	282522	07/12/17	689.06
KORBY LAND	OSCAPE LLC	00001	901710	282522	07/12/17	418.94
KORBY LAND	OSCAPE LLC	00001	901710	282522	07/12/17	926.44
KUSA		00001	901968	282676	07/13/17	3,254.38
LINKEDIN.CO	)M	00001	901425	282228	07/10/17	1,771.87
LINKEDIN.CO	)M	00001	901425	282228	07/10/17	1,771.86
MCDONALD Y	YONG HUI V	00001	901640	282397	07/11/17	4,845.00
MILE HIGH O	UTDOOR	00001	901966	282676	07/13/17	3,000.00
MURPHY RIC	K	00001	901641	282397	07/11/17	3,681.06
MWI VETERI	NARY SUPPLY CO	00001	901521	282285	07/10/17	247.51
MWI VETERI	NARY SUPPLY CO	00001	901522	282285	07/10/17	125.54
MWI VETERI	NARY SUPPLY CO	00001	901523	282285	07/10/17	1,045.10
MWI VETERI	NARY SUPPLY CO	00001	901524	282285	07/10/17	2,467.03
MWI VETERI	NARY SUPPLY CO	00001	901938	282676	07/13/17	117.80
MWI VETERI	NARY SUPPLY CO	00001	901939	282676	07/13/17	141.32
MWI VETERI	NARY SUPPLY CO	00001	901940	282676	07/13/17	135.55
MWI VETERI	NARY SUPPLY CO	00001	901941	282676	07/13/17	56.25
MWI VETERI	NARY SUPPLY CO	00001	901942	282676	07/13/17	79.31
MWI VETERI	NARY SUPPLY CO	00001	901943	282676	07/13/17	9.00
NEVE'S UNIFO	ORMS INC	00001	901398	282136	07/07/17	167.80
NEVE'S UNIFO	ORMS INC	00001	901399	282136	07/07/17	238.95
NEVE'S UNIFO	ORMS INC	00001	901400	282136	07/07/17	39.95
NEVE'S UNIFO	ORMS INC	00001	901401	282136	07/07/17	86.94
NEVE'S UNIFO	ORMS INC	00001	901402	282136	07/07/17	240.75
NEVE'S UNIFO	ORMS INC	00001	901403	282136	07/07/17	299.00
NEVE'S UNIFO	ORMS INC	00001	901404	282136	07/07/17	46.95
NEVE'S UNIFO	ORMS INC	00001	901405	282136	07/07/17	553.40
NEVE'S UNIFO		00001	901406	282136	07/07/17	33.95
NEVE'S UNIFO	ORMS INC	00001	901407	282136	07/07/17	830.60
NEVE'S UNIFO	ORMS INC	00001	901408	282136	07/07/17	140.85
NEVE'S UNIFO	ORMS INC	00001	901409	282136	07/07/17	119.95
NEVE'S UNIFO	ORMS INC	00001	901410	282136	07/07/17	48.95
NEVE'S UNIFO	ORMS INC	00001	901411	282136	07/07/17	105.90
NEVE'S UNIFO	ORMS INC	00001	901412	282136	07/07/17	95.95

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General Fund	Fund	Voucher	Batch No	GL Date	Amount
NEVE'S UNIFORMS INC	00001	901413	282136	07/07/17	146.85
NEVE'S UNIFORMS INC	00001	901414	282136	07/07/17	93.90
NEVE'S UNIFORMS INC	00001	901415	282136	07/07/17	191.80
NEVE'S UNIFORMS INC	00001	901416	282136	07/07/17	140.85
NEVE'S UNIFORMS INC	00001	901417	282136	07/07/17	123.20
NEVE'S UNIFORMS INC	00001	901418	282136	07/07/17	46.95
NEVE'S UNIFORMS INC	00001	901419	282136	07/07/17	48.95
NEVE'S UNIFORMS INC	00001	901420	282136	07/07/17	50.95
NEVE'S UNIFORMS INC	00001	901421	282136	07/07/17	269.95
NEVE'S UNIFORMS INC	00001	901422	282136	07/07/17	52.95
NORTHSIDE EMERGENCY PET CLINIC	00001	901528	282285	07/10/17	180.00
ORACLE AMERICA INC	00001	901696	282522	07/12/17	37,851.66
PEARL COUNSELING ASSOCIATES	00001	901642	282397	07/11/17	6,500.00
PEARL COUNSELING ASSOCIATES	00001	901643	282397	07/11/17	2,842.23
RADIO RESOURCE INC	00001	901969	282676	07/13/17	52.00
ROSS SHIRLEY M	00001	901644	282397	07/11/17	675.00
SIERRA DETENTION SYSTEMS	00001	901645	282397	07/11/17	18,214.52
SQUEEGEE SQUAD	00001	901703	282522	07/12/17	80.00
SQUEEGEE SQUAD	00001	901704	282522	07/12/17	120.00
SQUEEGEE SQUAD	00001	901705	282522	07/12/17	290.00
SQUEEGEE SQUAD	00001	901706	282522	07/12/17	70.00
SQUEEGEE SQUAD	00001	901707	282522	07/12/17	295.00
STALEY TECHNOLOGIES	00001	901423	282136	07/07/17	390.00
TISCHLERBISE INC	00001	901514	282285	07/10/17	22,283.00
VECTOR DISEASE CONTROL INTERNA	00001	901711	282522	07/12/17	53,268.75
VISION SOLUTIONS INC	00001	901694	282522	07/12/17	12,999.12
WAGNER RENTS INC	00001	901970	282676	07/13/17	895.00
WRIGHTWAY INDUSTRIES INC	00001	901526	282285	07/10/17	117.30
WRIGHTWAY INDUSTRIES INC	00001	901527	282285	07/10/17	428.75
				Account Total	674,485.07
			D	epartment Total	674,485.07

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Department Total

5026	Golf Course- Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	901119	281841	07/04/17	26.00
					Account Total	26.00
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	901492	282240	07/10/17	3,535.62
	UNITED POWER (UNION REA)	00005	901493	282240	07/10/17	1,061.12
	UNITED POWER (UNION REA)	00005	901494	282240	07/10/17	247.29
	UNITED POWER (UNION REA)	00005	901496	282240	07/10/17	3,986.36
	UNITED POWER (UNION REA)	00005	901496	282240	07/10/17	30.65
	XCEL ENERGY	00005	901124	281841	07/04/17	135.72
	XCEL ENERGY	00005	901495	282240	07/10/17	86.21
					Account Total	9,082.97
	Grounds Maintenance					
	AGFINITY INC	00005	901114	281841	07/04/17	352.50
	AGFINITY INC	00005	901115	281841	07/04/17	232.00
	AGFINITY INC	00005	901116	281841	07/04/17	553.61
	L L JOHNSON DIST	00005	901123	281841	07/04/17	488.75
					Account Total	1,626.86
	Repair & Maint Supplies					
	AGFINITY INC	00005	901117	281841	07/04/17	444.00
	ALSCO AMERICAN INDUSTRIAL	00005	901118	281841	07/04/17	42.56
					Account Total	486.56
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	901120	281841	07/04/17	137.43
	L L JOHNSON DIST	00005	901121	281841	07/04/17	137.43
	L L JOHNSON DIST	00005	901122	281841	07/04/17	413.70
					Account Total	688.56

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5021	Golf Course- Pro Shop	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	901491	282240	07/10/17	76.21
	UNITED POWER (UNION REA)	00005	901496	282240	07/10/17	3,291.62
	XCEL ENERGY	00005	901495	282240	07/10/17	318.90
					Account Total	3,686.73
				De	epartment Total	3,686.73

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31	Head Start Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ONE WORLD TRANSLATION & ASSOCI	00031	901515	282285	07/10/17	79.40
	ONE WORLD TRANSLATION & ASSOCI	00031	901516	282285	07/10/17	85.95
					Account Total	165.35
				De	epartment Total	165.35

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1015	Human Resources-Admin	Fund	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	KAISER PERMANENTE	00001	901727	282527	07/12/17	8,850.00
	ROCKY MTN HEALTH PLAN	00001	901729	282527	07/12/17	850.00
	SECURE HORIZONS	00001	901731	282527	07/12/17	1,500.00
	UNITED HEALTHCARE	00001	901733	282527	07/12/17	6,050.00
					Account Total	17,250.00
				De	partment Total	17,250.00

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935117	HHS Grant	Fund	Voucher	Batch No	GL Date	Amount
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	901620	282393	07/11/17	6,190.04
					Account Total	6,190.04
	Interpreting Services					
	A & A LANGUAGES LLC	00031	901610	282393	07/11/17	275.00
					Account Total	275.00
	Mileage Reimbursements					
	LUJAN MONICA	00031	901623	282393	07/11/17	25.68
	OLIVER LESLIE	00031	901624	282393	07/11/17	40.13
	WHISENANT ELISA A	00031	901627	282393	07/11/17	30.33
	WHISENANT ELISA A	00031	901628	282393	07/11/17	24.13
					Account Total	120.27
	Operating Supplies					
	BRIGHTON LOCK & KEY SERVICE	00031	901612	282393	07/11/17	10.00
	G & K SERVICES	00031	901621	282393	07/11/17	122.98
					Account Total	132.98
	Other Professional Serv					
	ADAMS COUNTY SHERIFF DEPT	00031	901611	282393	07/11/17	5.00
	COLO DEPT OF HUMAN SERVICES	00031	901619	282393	07/11/17	28.00
	ORKIN PEST CONTROL	00031	901625	282393	07/11/17	87.36
	SHRED IT USA LLC	00031	901626	282393	07/11/17	60.00
					Account Total	180.36
	Special Events					
	LUJAN MONICA	00031	901622	282393	07/11/17	12.00
					Account Total	12.00
	Telephone					
	CENTURY LINK	00031	901613	282393	07/11/17	1,122.85
	CENTURY LINK	00031	901614	282393	07/11/17	97.50
	CENTURY LINK	00031	901615	282393	07/11/17	167.71
	CENTURY LINK	00031	901617	282393	07/11/17	345.46
	CENTURY LINK	00031	901618	282393	07/11/17	123.88
					Account Total	1,857.40
				Γ	Department Total	8,768.05

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 961016	НОМЕ	<b>Fund</b>	Voucher	Batch No	GL Date	<b>Amount</b>
	Grants to Other Instit					
	ADAMS COUNTY HOUSING AUTHORITY	00030	901719	282523	07/12/17	4,094.00
					Account Total	4,094.00
				D	epartment Total	4,094.00

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1034	HR- Social Services	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Advertising					
	LINKEDIN.COM	00001	901425	282228	07/10/17	.02
					Account Total	.02
				D	epartment Total	.02

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8612	Insurance - UHC POS Medical	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	UNITED HEALTHCARE	00019	901510	282271	07/10/17	50.43
					Account Total	50.43
	Insurance Premiums					
	UNITED HEALTHCARE	00019	901510	282271	07/10/17	79.75
					Account Total	79.75
				D	epartment Total	130.18

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19	Insurance Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	901511	282271	07/10/17	3,410.96
					Account Total	3,410.96
	Received not Vouchered Clrg					
	FIT SOLDIERS FITNESS BOOT CAMP	00019	901926	282676	07/13/17	3,280.00
					Account Total	3,280.00
	Retiree Med - Kaiser					
	KAISER PERMANENTE	00019	901726	282527	07/12/17	76,506.21
					Account Total	76,506.21
	Retiree Med - Pacificare					
	SECURE HORIZONS	00019	901730	282527	07/12/17	16,314.02
					Account Total	16,314.02
	Retiree Med - RMHP Metro Area					
	ROCKY MTN HEALTH PLAN	00019	901728	282527	07/12/17	4,787.30
					Account Total	4,787.30
				Ε	epartment Total	104,298.49

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8614	Insurance- Delta Dental	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	901508	282271	07/10/17	10,374.12
					Account Total	10,374.12
				D	epartment Total	10,374.12

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8615	Insurance- UHC Retiree Medical	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	1,815.48
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	403.44
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	50.43
					Account Total	2,269.35
	AARP RX					
	UNITED HEALTHCARE	00019	901505	282271	07/10/17	11,571.60
					Account Total	11,571.60
	Insurance Premiums					
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	2,871.00
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	638.00
	UNITED HEALTHCARE	00019	901509	282271	07/10/17	79.75
					Account Total	3,588.75
	UHC_MED					
	UNITED HEALTHCARE	00019	901732	282527	07/12/17	25,451.08
					Account Total	25,451.08
				D	epartment Total	42,880.78

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8623	Insurance- Vision	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	901512	282271	07/10/17	3.81
					Account Total	3.81
				De	epartment Total	3.81

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1019	Mailroom & Dock	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Maintenance Contracts					
	PITNEY BOWES	00001	901591	282374	07/11/17	273.48
					Account Total	273.48
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	901774	282645	07/13/17	118.23
					Account Total	118.23
				D	epartment Total	391.71

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6107	Open Space Projects	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Infrastruc Rep & Maint					
	ASPEN ENVIRONMENTAL INC	00027	901380	282121	07/07/17	1,971.00
					Account Total	1,971.00
				D	epartment Total	1,971.00

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27	Open Space Projects Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00027	901932	282676	07/13/17	18,788.11
	DREXEL BARRELL & CO	00027	901965	282676	07/13/17	2,713.60
					Account Total	21,501.71
				Ι	Department Total	21,501.71

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1111	Parks Facilities	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=7482	00001	901474	282237	06/28/17	6,261.47
	Energy Cap Bill ID=7484	00001	901475	282237	06/28/17	166.97
	Energy Cap Bill ID=7485	00001	901476	282237	06/28/17	29.64
	Energy Cap Bill ID=7486	00001	901477	282237	06/28/17	1,604.12
	Energy Cap Bill ID=7487	00001	901478	282237	06/28/17	1,119.48
	Energy Cap Bill ID=7488	00001	901479	282237	06/28/17	121.08
	Energy Cap Bill ID=7490	00001	901480	282237	06/23/17	45.37
	Energy Cap Bill ID=7491	00001	901481	282237	06/23/17	245.41
	Energy Cap Bill ID=7492	00001	901482	282237	06/23/17	66.81
	Energy Cap Bill ID=7493	00001	901483	282237	06/23/17	91.84
	Energy Cap Bill ID=7495	00001	901484	282237	06/23/17	39.26
	Energy Cap Bill ID=7499	00001	901485	282237	06/22/17	49.46
					Account Total	9,840.91
	Other Professional Serv					
	FOOTHILLS ROOF SERVICES INC	00001	901592	282374	07/11/17	3,825.00
					Account Total	3,825.00
				D	epartment Total	13,665.91

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5010	PKS- Fair & Special Events	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Fair Expenses-General					
	BENCHMARK BUCKLES LLC	00001	901500	282266	07/10/17	3,175.00
					Account Total	3,175.00
	Regional Park Rentals					
	ACRW TRUMPETEERS	00001	900475	281247	06/27/17	150.00
	ANDERSON BEEF	00001	900477	281247	06/27/17	75.00
	BARNHART SUSAN	00001	900478	281247	06/27/17	75.00
	BYRD YVETTE	00001	900479	281247	06/27/17	75.00
	COLE CAROL	00001	900480	281247	06/27/17	225.00
	CORRAL LETICIA	00001	900481	281247	06/27/17	650.00
	CUEVAS MARIA	00001	900482	281247	06/27/17	677.50
	DEHERRERA JUDY	00001	900483	281247	06/27/17	75.00
	GURROLA VERONICA	00001	900485	281247	06/27/17	400.00
	HART SHANNA	00001	900486	281247	06/27/17	75.00
	LANDEROS LAURA	00001	900487	281247	06/27/17	400.00
	MAEZ JENNY	00001	900488	281247	06/27/17	150.00
	MARTINEZ VANESSA	00001	900489	281247	06/27/17	75.00
	MEDINA MARIA	00001	900490	281247	06/27/17	75.00
	MENDOZA REYNA	00001	900491	281247	06/27/17	75.00
	MFCC WEST	00001	900492	281247	06/27/17	75.00
	MIRANDA GABRIELLA	00001	900493	281247	06/27/17	75.00
	MORENO JOSEPHINE	00001	900494	281247	06/27/17	75.00
	NORMAN AMANDA	00001	900495	281247	06/27/17	150.00
	SEGOVIA SARAH	00001	900496	281247	06/27/17	75.00
	SHADE CLINTON	00001	900497	281247	06/27/17	75.00
	SPECIAL DISTRICT ASSN OF COLO	00001	900498	281247	06/27/17	150.00
	VANCIL JOSH	00001	900499	281247	06/27/17	75.00
					Account Total	4,002.50
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	900476	281247	06/27/17	2,126.24
					Account Total	2,126.24
				D	epartment Total	9,303.74

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5012	PKS- Regional Complex	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Gas & Electricity					
	XCEL ENERGY	00001	901382	282121	07/07/17	42.82
					Account Total	42.82
				D	epartment Total	42.82

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8624	Retiree-Vision	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Ins. Premium-Vision					
	VISION SERVICE PLAN-CONNECTICU	00019	901507	282271	07/10/17	346.71
					Account Total	346.71
				D	epartment Total	346.71

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Road & Bridge Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Received not Vouchered Clrg					
ALSCO AMERICAN INDUSTRIAL	00013	901436	282228	07/10/17	75.10
ALSCO AMERICAN INDUSTRIAL	00013	901437	282228	07/10/17	87.97
ALSCO AMERICAN INDUSTRIAL	00013	901438	282228	07/10/17	75.10
ALSCO AMERICAN INDUSTRIAL	00013	901439	282228	07/10/17	75.10
ALSCO AMERICAN INDUSTRIAL	00013	901440	282228	07/10/17	75.10
ASPHALT SPECIALTIES CO INC	00013	901441	282228	07/10/17	1,009.82
BRANNAN SAND & GRAVEL COMPANY	00013	901431	282228	07/10/17	243.54
BRANNAN SAND & GRAVEL COMPANY	00013	901432	282228	07/10/17	84.46
BRANNAN SAND & GRAVEL COMPANY	00013	901433	282228	07/10/17	85.28
CITY OF WESTMINSTER	00013	901972	282676	07/13/17	100.00
GROUND ENGINEERING CONSULTANTS	00013	901702	282522	07/12/17	3,832.50
JK TRANSPORTS INC	00013	901443	282228	07/10/17	13,590.00
JK TRANSPORTS INC	00013	901444	282228	07/10/17	51,187.50
JK TRANSPORTS INC	00013	901445	282228	07/10/17	11,385.00
JK TRANSPORTS INC	00013	901446	282228	07/10/17	199.00
REPUBLIC SERVICES #535	00013	901430	282228	07/10/17	2,442.75
ROSE MARGARET ANN	00013	901700	282522	07/12/17	422.50
RUSCETTA JAMES LEE	00013	901701	282522	07/12/17	422.50
UTILITY NOTIFICATION CENTER OF	00013	901435	282228	07/10/17	175.45
VULCAN INC	00013	901434	282228	07/10/17	3,323.30
				Account Total	88,891.97
			D	epartment Total	88,891.97

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97711	Sectors NEG Program	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Apprenticeship					
	LOCKHEED MARTIN SPACE SYSTEMS	00035	901513	282275	07/10/17	425.00
					Account Total	425.00
				D	epartment Total	425.00

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97800	Wagner-Peyser	Fund	Voucher	Batch No	GL Date	Amount
	Mileage Reimbursements					
	MCBOAT GREG	00035	901721	282524	07/12/17	39.59
					Account Total	39.59
				Ι	Department Total	39.59

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35	Workforce & Business Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	901935	282676	07/13/17	4,800.00
					Account Total	4,800.00
				D	epartment Total	4,800.00

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99700	WIB Expenses	<b>Fund</b>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	CENTURYLINK	00035	901722	282524	07/12/17	2.23
					Account Total	2.23
				D	epartment Total	2.23

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99806	WIOA & Wag/Pey Shared Prog Cst	<u>Fund</u>	Voucher	Batch No	GL Date	<b>Amount</b>
	Telephone					
	CENTURYLINK	00035	901734	282528	07/12/17	8.10
					Account Total	8.10
				D	epartment Total	8.10

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# County of Adams

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# County of Adams

# **Net Warrants by Fund Detail**

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# **Adams County Treasurer's Summary**

	<u> </u>		
Start Date	06/01/17	·	
End Date	06/30/17		 

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$161,204,172.05	\$26,947,065.72	\$0.00	\$4,066,149.34	(\$911,725.40)	(\$404,476.48)	(\$13,914,915.99)	\$176,986,269.24	\$0.00
0004 CAPITAL FACILITIES	\$10,747,193.77	\$0.00	\$0.00	\$4,963,256.24	\$1,630,795.44	\$0.00	(\$1,084,415.38)	\$16,256,830.07	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$1,972,902.77	\$0.00	\$0.00	\$494,266.03	(\$6,973.88)	\$0.00	(\$301,077.26)	\$2,159,117.66	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$14,485,504.92	\$0.00	\$0.00	\$110,603.00	\$423,025.99	\$0.00	(\$1,693,598.08)	\$13,325,535.83	\$0.00
0007 STORMWATER UTILITY FEE	\$5,843,085.54	\$51,332.11	\$0.00	\$318,106.88	\$10,013.52	(\$769.99)	(\$41,334.41)	\$6,180,433.65	\$0.00
0011 SHERIFF SUBSTATION	(\$6,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,000.00)	\$0.00
0013 ROAD & BRIDGE	\$58,616,918.20	\$1,512,485.14	\$1,208,688.86	.\$1,422,017.96	(\$87,793.06)	(\$22,700.80)	(\$1,583,322.41)	\$61,066,293.89	\$0.00
0015 SOC SVCS (WELFARE)	\$14,599,661.59	\$2,737,597.94	\$0.00	\$3,177,297.11	(\$418,192.97)	\$0.00	(\$4,066,064.37)	\$16,030,299.30	\$0.00
0019 INSUR CLAIMS & RESERVES	\$6,737,182.38	\$0.00	\$0.00	\$29,570.49	\$1,554,464.15	\$0.00	(\$2,763,270.10)	\$5,557,946.92	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$981,047.90	\$299,006.62	\$0.00	\$0.00	\$0.00	(\$4,487.56)	\$0.00	\$1,275,566.96	\$0.00
0024 CONSERVATION TRUST FUND	\$1,654,281.89	\$0.00	\$0.00	\$177,602.22	(\$14,883.08)	\$0.00	(\$54,992.32)	\$1,762,008.71	<b>\$0</b> .00
0025 WASTE MANAGEMENT FUND	\$4,428,774.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$45,016.54)	\$4,383,757.48	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$4,047,632.21	\$0.00	\$0.00	\$7,537.57	(\$5,560.78)	\$0.00	(\$107,138.58)	\$3,942,470.42	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$31,883,509.55	\$0.00	\$0.00	\$33,384.70	\$1,396,873.90	\$0.00	(\$311,171.36)	\$33,002,596.79	\$0.00
0029 DIA NOISE MITIGATION FUND	\$2,025,242.85	\$0.00	\$0.00	\$1,271.61	\$0.00	\$0.00	\$0.00	\$2,026,514.46	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$1,029,937.26	\$0.00	\$0.00	\$214,690.89	(\$3,054.70)	\$0.00	(\$118,613.16)	\$1,122,960.29	\$0.00
0031 HEAD START	\$230,273.03	\$0.00	\$0.00	\$349,926.67	(\$39,210.63)	\$0.00	(\$181,304.52)	\$359,684.55	\$0.00
0034 COMM SERV BLOCK GRANT	(\$79,014.48)	\$0.00	\$0.00	\$29,753.90	\$861.93	\$0.00	(\$101,523.33)	(\$149,921.98)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	\$343,362.52	\$0.00	\$0.00	\$440,731.10	(\$116,312.65)	\$0.00	(\$370,761.99)	\$297,018.98	\$0.00
0043 FRONT RANGE AIRPORT	\$2,155,050.48	\$0.00	\$0.00	\$235,852.97	(\$26,055.37)	\$0.00	(\$294,628.15)	\$2,070,219.93	\$0.00
0044 WASTE WATER TREATMENT PLANT	\$22,126.38	\$0.00	\$0.00	\$567.19	(\$23.16)	\$0.00	(\$21,590.16)	\$1,080.25	\$0.00
5410 SHERIFFS COMMISSARY	\$2,356,961.13	\$0.00	\$0.00	\$92,523.42	(\$53,182.99)	\$0.00	\$0.00	\$2,396,301.56	\$0.00
5420 SHERIFFS INTEL CONFIS	\$65,662.49	\$0.00	\$0.00	\$2.26	(\$1,715.43)	\$0.00	\$0.00	\$63,949.32	\$0.00
5430 SHERIFFS REC & FLOWER	\$8,543.59	\$0.00	\$0.00	\$0.29	(\$57.47)	\$0.00	\$0.00	\$8,486.41	\$0.00
5460 AIRPORT NOISE	\$1,004,749.99	\$0.00	\$0.00	\$35.23	\$0.00	\$0.00	\$0.00	\$1,004,785.22	\$0.00
5480 SALES TAX RECEIPT ACCT	\$205,499.78	\$0.00	\$0.00	\$4,205,106.70	(\$4,204,512.85)	\$0.00	\$0.00	\$206,093.63	\$0.00
// Total:	\$326,564,261.81	\$31,547,487.	53 \$1,208,688	3.86 \$20,370,25	3.77 (\$873,219.4	19) (\$432,434.8	3) (\$27,054,738.11)	\$351,330,299,54	\$0.00

Adoms @ Jul 7, 2017 4:50:00 PM ADAMS COUNTY T



#### PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 25, 2017
SUBJECT: RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND BOULDER COUNTY TO CONDUCT BRT STATION DESIGN AND
IDENTIFY MULTIMODAL CONNECTIVITY AND RIGHT-OF-WAY NEEDS ON STATE HIGHWAY
7
FROM: Jeanne M. Shreve
AGENCY/DEPARTMENT: Community & Economic Development
HEARD AT STUDY SESSION ON April 18, 2017 Supplemental Budget Study Session
AUTHORIZATION TO MOVE FORWARD:   YES   NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the IGA with the County of Boulder for local match contribution towards the State Highway 7 BRT Station Design Study

#### **BACKGROUND:**

In July 2015, the Board provided a commitment in principle up to \$25k towards a Broomfield-sponsored DRCOG grant to conduct a Study to refine the BRT stations along S.H. 7. See attached letter of commitment. Broomfield did not initially receive the grant, but in mid-2016 grant funds were returned to DRCOG which were then offered to the City for the SH 7BRT Study.

Staff informed the Board of the renewed grant opportunity on August 9, 2016, at which time the Commissioners reconfirmed their support towards the study.

Through various discussions with the jurisdictions along the corridor, it was determined Boulder County would manage the study with Thornton, Broomfield and Adams County providing \$17k, \$10k and \$13k respectively towards the grant's local match requirement. Both Broomfield and Thornton have executed IGAs with Boulder their share of local match.

The Board approved the supplemental budget request for the county's \$13k local match on April 25, 2017.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

#### **ATTACHED DOCUMENTS:**

Revised 06/2016 Page 1 of 3

Resolution Draft IGA Initial Letter of Commitment for Study

Revised 06/2016 Page 2 of 3

# **FISCAL IMPACT:**

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	cal impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
<b>Total Revenues:</b>					
		ſ	Ohiost	Cubladaan	A 0 4
			Object Account	Subledger	Amount
Current Budgeted Operating Expend	diture:		110000111		
Add'l Operating Expenditure not inc	cluded in Curre	nt Budget:			
Current Budgeted Capital Expenditu	ıre:	-			
Add'l Capital Expenditure not include	ded in Current	Budget:			
Total Expenditures:					
				=	
New FTEs requested:	☐ YES	⊠ NO			
<b>Future Amendment Needed:</b>	YES	⊠ NO			
Additional Note:					

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# BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND BOULDER COUNTY TO CONDUCT BRT STATION DESIGN AND IDENTIFY MULTIMODAL CONNECTIVITY AND RIGHT-OF-WAY NEEDS ON STATE HIGHWAY 7

WHEREAS, Adams County (County) and Boulder County (Boulder), recently completed a Bus Rapid Transit (BRT) Feasibility Study along State Highway 7 (SH 7); and,

WHEREAS, based on the successful outcome of the Feasibility Study, the County and Boulder wish to further study transit stations, right-of-way needs and multimodal connections to station areas along State SH7 (the Study); and,

WHEREAS, Boulder received \$160,000 through the Denver Regional Council of Governments (DRCOG) to conduct the Study; and,

WHEREAS, the County, the City and County of Broomfield and City of Thornton have agreed to provide local match contributions towards the Study; and,

WHEREAS, executing the attached Intergovernmental Agreement (IGA) with Boulder will authorize Adams County to pay its local match of \$13,000 in 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and Boulder County to conduct a transit study on State Highway 7, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said IGA on behalf of Adams County after the IGA has been reviewed and approved by the County Attorney's Office.

#### INTERGOVERNMENTAL AGREEMENT

State Highway 7 Bus Rapid Transit Station Design, Multimodal Station Connectivity Recommendations, and Right-of-Way Needs Financial Agreement
Boulder County Transportation Planning Grant

This Intergovernmental Agreement by and between Adams County, a body politic and corporate of the
State of Colorado (hereinafter referred to as "Adams County") and the County of Boulder, a body politic
and corporate of the State of Colorado (hereinafter referred to as the "the County"), (collectively the
"Parties") is made to be effective on the day of, 2016.

#### **RECITALS:**

WHEREAS, the parties are authorized to enter into this Agreement pursuant to C.R.S. §29-1-201 et. Seq.; and,

WHEREAS, the local governments along the State Highway 7 corridor from the City of Brighton to the City of Boulder have created a coalition to collaborate on corridor wide transportation planning; and,

WHEREAS, the County has access to grant funding targeted to further study transit stations, right-of-way needs, and multimodal connections to station areas on the State Highway 7 corridor; and,

WHEREAS, the County has been managing a collaborative study of bus rapid transit feasibility, operations, and alignment on State Highway 7 in partnership with the local governments participating in the State Highway 7 Coalition; and,

WHEREAS, the Parties wish to study transit station design, multimodal station connectivity recommendations, and right-of-way needs on State Highway 7 from the City of Boulder to further advance the concept of bus rapid transit on State Highway 7; and,

WHEREAS, the Denver Region Council of Government's (DRCOG) has offered funding to be programmed in the 2016-2021 Transportation Improvement Program for federal fiscal year 2017, targeted to study transit station design, multimodal station connectivity recommendations, and right-of-way needs on State Highway 7 from the City of Brighton to the City of Boulder, hereafter referred to as the "Study".

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

- 1. The County will enter into an agreement with DRCOG to manage the Study contingent upon the successful transfer of project management to the County and project award from DRCOG in their October, 2016 Board of Directors meeting.
- 2. Adams County will provide \$13,000 toward the local matching requirement for the DRCOG grant.
- 3. Adams County will participate in the development of the scope of work for the Study through participation on the project's technical advisory committee (TAC).
- 4. Boulder County shall invoice Adams County for the full amount of \$13,000 no later than December 1, 2017. Adams County will pay Boulder County within 90 days of receipt.

- 5. A consultant selection committee consisting of members of the TAC will be assembled to evaluate proposals received from consultants. Both Parties will be represented on the consultant selection committee. After consultant selection the County will enter into negotiations to formulate the final scope of work for the project, negotiate cost, and to reach a final contract.
- 6. The County intends to initiate the Study during federal fiscal year 2017, or as soon as reasonably possible thereafter, per the DRCOG 2016-2021 TIP program of projects.
- 7. Adams County will review and provide written approval for the Study's Final Report.

#### B. ENTIRE AGREEMENT: AMENDMENTS.

This Agreement contains the entire agreement between the Parties concerning its subject matter. It may be amended only by written agreement approved by both Parties.

#### C. NON-SEVERABILITY.

If any portion of this Agreement is held by a court in a final, non-appealable decision to be invalid or unenforceable as to any Party, the entire Agreement shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement is essential to and not severable from the remainder.

#### D. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement is intended to create a partnership or joint venture between Adams County and Boulder County with respect to Studies, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any party hereto to act as an agent of the other party hereto for any purpose whatsoever.

#### E. NO THIRD-PARTY BENEFICIARIES.

The parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this Agreement, and no other person or entity is so intended.

#### F. ENFORCEMENT.

Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory relief and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

#### G. GOVERNING LAW AND VENUE.

The laws of the State of Colorado shall govern this Agreement and venue shall lie in the County of Boulder.

#### H. PARTY REPRESENTATIVES; NOTICE.

Referrals made under the terms of this Agreement shall be sent to the Parties' representatives listed below. Any required notices or referrals shall be in writing and shall be hand-delivered or sent by facsimile transmission, email as appropriate, or United States mail, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below.

#### I. PARTY RESPONSIBILITY.

Each party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform work under this agreement. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the agreement, the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

ENTITY: REPRESENTATIVE:

County of Boulder George Gerstle

Director, Transportation Department

P.O. Box 471 Boulder, CO 80306

Adams County Jeanne M. Shreve

Intergovernmental Relations Manager

**Adams County** 

4430 S. Adams County Parkway, Suite 5323

Brighton, CO 80601 jshreve@adcogov.org

Name or address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

#### I. HEADINGS.

The paragraph headings in this Agreement are for convenience only and shall not be used in the construction or interpretation hereof as they have no substantive effect.

# J. PAYMENT SUBJECT TO APPROPRIATION.

Notwithstanding the provisions of paragraph A.1. of this Agreement, financial obligations of Adams County or Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and/or otherwise made available. The Parties shall notify the other immediately regarding any action taken by their respective Board of County Commissioners concerning this proposal in the 2017 Capital Improvement Program (CIP), and shall notify each other of amounts appropriated or otherwise made available for the Improvements within thirty (30) days of the start of the fiscal year for which such amounts are appropriated or otherwise available.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the day and year first set forth below.

Executed by the Adams County on	
· (date)	
By:	Executed by Boulder County on
Eva Henry, Chair	(date)
	By:
Attest:	Chair of the Board of County Commissioners,
By:	Elise Jones
Stan Martin, CLERK AND RECORDER	
Deputy Clerk	Attest:
•	By:
APPROVED AS TO FORM:	Administrative Assistant Clerk to the Boulder of
	County Commissioners, Cecilia Lacey
Adams County Attorney's Office	

#### Commissioners' Office www.adcogov.org

July 14, 2015



4430 South Adams County Parkway 5th Floor, Suite C5000A Brighton, CO 80601-8204 PHONE 720.523.6100 FAX 720.523.6045

Denver Regional Council of Governments ATTN: Michele Anderson 1290 Broadway, Suite 700 Denver, CO 80203-5606

RE: Financial Commitment in Principle for Arterial BRT Transit Station Design, Multimodal Station Connectivity Recommendations and ROW needs

Mrs. Anderson:

Adams County is pleased to provide this letter of financial commitment in principle towards the City and County of Broomfield's Urban Centers/Station Area Master Plan application for up to \$25,000 in fiscal year 2017, subject to annual appropriation, for a corridor-wide study of State Highway 7 (S.H. 7) Arterial Bus Rapid Transit (BRT) station design, multimodal station connectivity recommendations, and right-of-way needs.

The UC/STAMP grant comes at a critical time considering the extent and timeline of planned land use development for our communities. This project represents a component of a larger multijurisdictional effort to establish arterial bus rapid transit on S.H. 7 and will provide guidance that will help guide land use development in a way that ensures the future viability of pedestrian, bicycle, and transit modes of travel in Adams County, and connecting with other communities throughout the corridor.

Communities along S.H. 7 have a history of collaborative planning for the highway's ongoing development. Our planning efforts are aimed at ensuring it remains a viable arterial that supports a variety of transportation alternatives. This grant will be a continuation of our cooperative effort from corridor communities, RTD, and state agencies.

This project accomplishes a number of important goals for our community. Primary among them is the advancement of planning for arterial BRT on the corridor with design recommendations for BRT stations/stops as well as infrastructure that provides safe and convenient linkages for bicycle and pedestrian modes of travel. Our goal is to ensure all transportation modes along the corridor are available to people regardless of age, income or ability so they have access options to services, goods, recreation, and employment opportunities.

Once again, Adams County is fully committed to the success of this UC/STAMP study being led by the City and County of Broomfield. The results of this effort will provide consistent BRT station/stop designs; it will identify transit amenities for stations and stops, and will supply recommendations for multiuse paths that will provide essential guidance for ongoing development in Adams County. We look forward to supporting a successful project.

Sincerely,

Charles "Chaz" Tedesco

Chairman



# PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 25, 2017					
SUBJECT:	Intergovernmental Agreement between the City of Thornton and Adams County for the Paving of 88 <sup>th</sup> Avenue				
FROM:	Jeffery A. Maxwell, P.E., PTOE, Director of Public Works				
AGENCY/D	AGENCY/DEPARTMENT: Public Works				
HEARD AT STUDY SESSION ON: N/A					
AUTHORIZATION TO MOVE FORWARD:   YES   NO					
RECOMME	ENDED ACTION: That the Board of County Commissioners approve the IGA between Adams County and the City of Thornton				

#### **BACKGROUND:**

Adams County and the City of Thornton desire to enter into an Intergovernmental Agreement (IGA) between the City of Thornton and Adams County for the Paving of 88<sup>th</sup> Avenue. The IGA outlines the responsibilities of both the City of Thornton (City) and Adams County (County) regarding the street paving program and associated costs. The County's annual street paving program rehabilitates roadways throughout unincorporated Adams County and includes this portion of 88<sup>th</sup> Avenue in unincorporated Adams County, as part of the City's street paving program in 2017. Due to the City's 2017 street paving program including this street located within both the unincorporated County and the City, it was determined there could be cost savings by including street paving along this corridor and subsequently reimbursing the City as outlined in the IGA. The estimate of the County contribution is \$129,738.70 based on the project area associated with the County's jurisdictional responsibility.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney

#### **ATTACHED DOCUMENTS:**

Resolution and Intergovernmental Agreement

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FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully com	nplete the
<b>Fund:</b> 13			
Cost Center: 3055.7820			
	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:		Subledger	<b>Amount</b> \$129,738.70
Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget:	Account	Subledger	
	Account	Subledger	
Add'l Operating Expenditure not included in Current Budget:	Account	Subledger	
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure:	Account	Subledger	
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget:	Account	Subledger	\$129,738.70
Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget:	Account	Subledger	\$129,738.70

# **Additional Note:**

Total 2017 budget for 3055.7820 is \$7,000,000.

Revised 06/2016 Page 2 of 2

# RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND ADAMS COUNTY FOR THE PAVING OF 88<sup>TH</sup> AVENUE

**WHEREAS,** Adams County and the City of Thornton, hereinafter referred to as the "Parties", have developed their respective 2017 Street Paving Programs to perform surface treatments on numerous streets; and,

**WHEREAS**, the City of Thornton will complete a project to pave 88<sup>th</sup> Avenue from Devonshire Boulevard east to the City of Thornton's new Welby Road in 2017 (the "Project"); and,

**WHEREAS,** a portion of 88<sup>th</sup> Avenue is located within the unincorporated Adams County limits (a 1700 foot long section from Devonshire Boulevard east to the new Welby Road alignment) as depicted on Exhibit A attached hereto; and,

**WHEREAS**, Adams County desires and Thornton is willing to pave that portion of 88<sup>th</sup> Avenue located within unincorporated Adams County as a part of the Project; and,

**WHEREAS**, the Parties desire to enter into the attached "Intergovernmental Agreement between the City of Thornton and Adams County for the Paving of 88<sup>th</sup> Avenue" (IGA); and,

**WHEREAS**, the responsibilities and costs will be shared equitably by Adams County and the City of Thornton as outlined in the IGA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Adams, State of Colorado, that the "Intergovernmental Agreement between the City of Thornton and Adams County for the Paving of 88<sup>th</sup> Avenue", a copy of which is attached hereto and incorporated herein by this reference, be approved.

**BE IT FURTHER RESOLVED** that the Chair is authorized to execute said Intergovernmental Agreement on behalf of Adams County.

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND ADAMS COUNTY FOR THE PAVING OF 88th AVENUE

This Intergovernmental Agreement ("Agreement") entered into this \_\_\_\_ day of May 2017 between the City of Thornton located at 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton") and Adams County located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Adams County"). Thornton and Adams County may hereafter be referred to collectively as ("Parties") and individually as ("Party").

#### WITNESSETH

WHEREAS, The City of Thornton will complete a project to pave 88<sup>th</sup> Avenue from Devonshire Street East to New Welby Road in the summer of 2017 (the "Project"); and

WHEREAS, a portion of 88<sup>th</sup> Avenue is located within the Adams County limits (a 1700' foot long section from Devonshire east to the new Welby Road Alignment) as depicted on Exhibit A attached hereto; and

WHEREAS, Adams County desires and Thornton is willing to pave that portion of 88<sup>th</sup> Avenue located within Adams County as a part of the Project.

NOW THEREFORE in consideration of the promises and conditions contained herein the Parties hereto agree as follows:

- 1. Thornton developed the contract documents for the construction of the Project. The Parties agree that the Project shall be designed and constructed in accordance with City of Thornton standards and specifications. City of Thornton opted to construct the Project in-house with Street Operations Crews and will designate a Project Manager for the Project. All pricing provided has been based on the MAPO Bid and established internal labor rates. City of Thornton shall execute and administer the Project in accordance with its policies and procedures. Adams County shall be specifically listed as a beneficiary of all warranties and bonds provided for in the contract documents.
- 2. The Parties estimate that the cost of construction of the Adams County portion of the Project is One Hundred Twenty Nine Thousand Seven Hundred Thirty Eight Dollars and Seventy Cents (\$129,738.70) as provided in Exhibit B attached hereto. At the completion of the Project, Thornton shall invoice Adams County for its share of the actual construction costs payable to the City of Thornton no later than December 15, 2017.
- 3. Adams County shall designate a Project Manager who shall coordinate with Thornton as necessary with respect to the Project.
- 4. The Project Managers shall meet as necessary to review all Project change orders. The Parties agree that the Parties have the right to challenge or dispute any change order that solely affects work located in the complaining Party's jurisdiction. The Project Managers shall use their best efforts to resolve the disputed change order to avoid any delay in the work. In the event the Project Managers are unable to resolve the disputed change order, the issue will be resolved in accordance with the dispute resolution provisions provided in Paragraph 6 herein.

- 5. This Agreement shall terminate upon the expiration of the Project warranties associated with the contract documents.
- In the event of any disagreement associated with the Project and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and the Project Managers in good faith shall attempt to resolve the dispute. In the event the Project Managers are unable to reach agreement and one of the Project Managers concludes that a good faith amicable resolution through continued negotiation of the matter at issue does not appear likely, such Project Manager shall notify the other Party in writing. In the event the Parties reach such an impasse relating to a decision or issue that threatens to significantly delay the Project, within seven (7) business days following the date of such notice, the appropriate department heads from each Party shall make an interim decision and /or determination that will allow construction of the Project to proceed according to the Project's schedule. If an interim decision cannot be mutually agreed each Party will designate a final decision maker and such decision makers shall coordinate a meeting to occur within five (5) business days to resolve all issues related to an interim decision. Each Party agrees to abide an interim decision until the Project has been substantially completed and shall do so under a complete reservation of its rights and without prejudice to any claims it may have against the other Party or others, which claims shall survive this Agreement.
- 7. Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.
- 8. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth above, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.
- 9. This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
- 10. This Agreement may be terminated in writing by the Parties, but only if (1) there are no contingent, outstanding contracts for construction and (2) the bid for the Project exceeds the amount of funds set forth in Exhibit B. All costs associated with the cancellation, of any Project contracts, or portion thereof, shall be paid equally by the Parties.
- 11. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.
- 12. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
- 13. A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

14. The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

	CITY OF THORNTON
ATTEST:	Jeffrey B. Coder Acting City Manager
Kristen Rosenbaum, City Clerk	
APPROVED AS TO FORM Luis A. Corchado	
City Attorney	
	Board of County Commissioners 4430 South Adams County Parkway Brighton, Colorado 80601
ATTEST:	•
APPROVED AS TO FORM:	
County Attorney's Office	

Exhibit A 2017 ADCO IGA 88th Avenue Mill & Pave Devonshire Blvd to Welby Road Thornton Segment 88th Avenue 88th Avenue Adams County Segment 88th Avenue Achelion try William CITY OF THORNTON COLORADO 2/6/2017 1 inch = 222 feet PROPRIETARY INFORMATION - - NOT FOR RESALE Digital Data Produced by the City of Thornton GIS Project. This map is representational only, and does not determine exact locations or bound aries of any districts or properties. It is not intended to be relied upon for any legal descriptions or other land use documents. 9500 CIVIC CENTER DRIVE THORNTON, COLORADO 80229-4326 (303) 538-7295

Exhibit B				
Street Operations - 88th Ave Devonshire to Nev	w Welby Int	Pave		
Mobilization	\$2,500.00	1.0	LS	\$2,500
Traffic Control (8% of total)	\$9,610.27	1.0	LS	\$9,610
Concrete Repair	\$19,764.00	1.0	LS	\$19,764
Asphalt Milling (2.5" Depth)(Labor)	\$29.33	409.6	HR	\$12,013
Paving (Labor)	\$29.33	512.0	HR	\$15,016
Material-PG 64-22 Grade S 20% RAP 1/2"- 88th Ave Devonshire to New Welby (2.5")	\$44.00	983.0	TN	\$43,252
Material-PG 64-22 Grade S 20% RAP 3/4"- 88th Ave Devonshire to New Welby - Patching				
(3") (25% 2.5")	\$44.00	245.8	TN	\$10,813
Striping -88th Ave Devonshire to New Welby	\$16,380.00	1.0	EA	\$16,380
Adjust Manhole (ring adjustment)	\$80.00	4.0	EA	\$320
Adjust Valve Box (ring adjustment)	\$35.00	2.0	EA	\$70
Reset Manhole	\$620.00	0.0	EA	\$0
Reset Valve Box	\$320.00	0.0	EA	\$0
Adjust Century Link Manholes (ring adjustment, rings supplied)	\$42.50	0.0	EA	\$0
Glassgrid	\$10.00	0.0	SY	\$0
			TOTAL	\$129,738.70



#### PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 25, 2017
SUBJECT: Amending the Contract Between Adams County and DRCOG for Community Transit (A-LIFT) Program
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD:   YES   NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Option Letter
#5 between Adams County and the Denver Regional Council of Governments to amend Contract
EX15017 for the Community Transit A-LIFT Program.

#### **BACKGROUND:**

Adams County currently receives State Funding for Senior Services (SFSS) monies from the Denver Regional Council of Governments (DRCOG) to support the Community Transit Program also known as A-LIFT. A required local match comes from our municipalities and Adams County. This annual funding allows us to provide needy older Adams County residents with rides to medical appointments, senior center meal sites, grocery stores, and adult day services. Via a formal procurement process, Adams County subcontracts these SFSS funds to Seniors' Resource Center (SRC) for the provision of these rides.

On June 16, 2015, the BOCC approved the attached original contract EX15017 (see also attached Option Letter #1) that was fully executed by DRCOG on July 1, 2015 for \$439,802. Due to unforeseen circumstances with SRC (e.g., lack of qualified drivers), we have been unable to expend the original awarded contract amount this year. The attached Option Letter #2 changed the award amount from DRCOG to \$331,802. An Option Letter #3 was not executed. The BOCC approved an Option Letter #4 on June 27, 2017 that set the award amount to Adams County from DRCOG to \$339,802. DRCOG has executed an Option Letter #5 reducing the final award to \$325,352 for contract EX15017.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department & Denver Regional Council of Governments (DRCOG)

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# **ATTACHED DOCUMENTS:**

Option Letters #1, 2, 4 and 5 between Adams County and DRCOG Original contract EX15017 between Adams County and DRCOG Resolution approving BOCC Chair to sign contract amendment

# **FISCAL IMPACT:**

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	cal impact, pl	ease fully comp	olete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
<b>Total Revenues:</b>					
		r			
			Object Account	Subledger	Amount
Current Budgeted Operating Expen					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ded in Current l	Budget:			
<b>Total Expenditures:</b>				_	
				_	
New FTEs requested:	☐ YES	⊠ NO			
<b>Future Amendment Needed:</b>	YES	⊠ NO			
Additional Note:					

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# BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING OPTION LETTER #5 AND AMENDING THE CONTRACT BETWEEN ADAMS COUNTY AND THE DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE COMMUNITY TRANSIT (a.k.a. A-LIFT) PROGRAM

WHEREAS, Adams County Human Services receives monies from Colorado's State Funding for Senior Services ("SFSS") for the delivery of transportation services on an annual basis; and,

WHEREAS, Adams County receives these funds through the Denver Regional Council of Governments ("DRCOG") to support the Community Transit Program known as A-LIFT; and,

WHEREAS, Adams County subcontracts the SFSS monies it receives from DRCOG to Seniors' Resource Center ("SRC") for the provision of A-LIFT transportation services; and,

WHEREAS, due to unforeseen circumstances with SRC, Adams County will not be able to fully expend the amended contract amount of \$339,802 for the period July 1, 2016 through June 30, 2017 (FY2016-17) and these State funds cannot be carried over; and,

WHEREAS, an amended contract is needed with DRCOG to reduce the amount of SFSS funds to be received and expended for the Community Transit A-LIFT Program for FY2016-17; and,

WHEREAS, a new Option Letter (#5) has been provided by DRCOG to Adams County further amending the awarded amount to \$325,352 for FY2016-17; and,

WHEREAS, the Director of the Human Services Department and the Division Director of the Community Support Services Division are authorized to sign necessary documents to carry out the on-going activities of the program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Option Letter #5 amending the contract between Adams County and the Denver Regional Council of Governments, for the Community Transit A-LIFT Program, a copy of which is attached, is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said letter on behalf of Adams County.

#### CONTRACT BY AND BETWEEN THE

#### DENVER REGIONAL COUNCIL OF GOVERNMENTS

1290 Broadway, Suite 700 Denver, Colorado 80203-5606 ("DRCOG")

and

#### ADAMS COUNTY

4430 South Adams County Parkway Brighton, Colorado 80601 ("CONTRACTOR")

for

A-LIFT Community Transit
("Contract")

Project Number 624016

Contract Number EX15017

#### RECITALS:

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act and the State of Colorado (State) Funding for Senior Services (SFSS).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the Older Americans Act, as amended, and/or the SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for SFSS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

#### 1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the Older Americans Act and/or the SFSS.

#### 2.0 SCOPE OF SERVICES

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Services, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection; Colorado

Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

#### 3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

#### 4.0 TIME OF PERFORMANCE

This Contract is intended to be a two-year contract, with the first fiscal year beginning on July 1, 2015 and ending June 30, 2016 and, upon execution by DRCOG of an Option Letter as set forth below, the second fiscal year beginning on July 1, 2016 and ending June 30, 2017. However, funding levels shall be awarded annually and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes. During the first fiscal year, the services of the Contractor shall commence upon Contract execution or July 1, 2015 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2016. Services cannot commence prior to an executed contract.

By no later than 5:00 P.M. on March 1, 2016, Contractor shall submit to DRCOG a proposal for services to be provided during the second fiscal year commencing July 1, 2016 and ending June 30, 2017. The proposal shall include such information as DRCOG may require, including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income. The compensated services proposed within the second fiscal year shall not change without DRCOG's written permission. No contract term shall be extended to or made effective for the 2016-2017 fiscal years until DRCOG, in its sole discretion, executes an Option Letter, a sample of which is attached hereto as Exhibit G.

#### 5.0 AMOUNT OF CONTRACT

- 5.1 DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of \$439,802.00 in State Funding for Senior Services funds. DRCOG agrees to reimburse the Contractor for allowable expenses provided the total State Funding for Senior Services dollars divided by the total units of service delivered do not exceed an average of \$18.90 per unit.
- 5.2 There will be a Contractor cash match in the amount of \$70,900.00. There will be a Contractor contribution of in-kind services in the amount of \$0.00. Additionally, the State will contribute a Cash Match of \$0.00 to meet the match requirement for this contract.
- 5.3 The Contractor stipulates that the specified cash or in-kind contributions have not been nor will they be used to satisfy or match any other Federal or State grant or funds.
- 5.4 The Contractor estimates that there will be \$8,837.00 in program income/client contributions.

- 5.5 Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.
- 5.6 It is expressly understood and agreed that in no event will the total payment hereunder exceed the maximum amount of \$439,802.00 in State Funding for Senior Services funds for all services required.

#### 6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract. Contractor expressly acknowledges that Contractor will be paid or otherwise compensated with funds provided to DRCOG by federal agencies that are subject to sequestration pursuant to the Budget Control Act of 2011 and other applicable federal laws. In the event that funds for this Contract are not advanced, diminished, or required to be returned to the federal government due to sequestration, DRCOG may immediately terminate this Contract in whole or part without liability, including costs and liability for termination. Contractor expressly acknowledges and agrees that DRCOG has the right to require that funds previously paid to Contractor for services performed hereunder be returned to DRCOG in the event the federal government requires that funds be returned because of sequestration.

#### 7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits, any changes, including, without limitation, any increase in the amount of this Contract or changes in the scope of services, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written Option Letter or a written amendment to this Contract.

#### 8.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in Exhibits A, B, C, D, E, F (if E and F are applicable), G, H, I, J, Attachment B and Attachment C and the executed Contract by and between the State and DRCOG.

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that the Contractor, its principals and authorized subcontractors are not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency.

#### 9.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

of July , 201	breto have executed this Contract on the day 5 and acknowledge that the signatures hereon, pally binding equivalent to handwritten signatures.
DENVER REGIONAL COUNCIL OF GOVERNMENTS	ADAMS COUNTY
By: Schaufele Executive pirector	By: Chin
ATTEST:	ATTEST:
Ву:	By: Eflannas
Roxie Ronsen Administrative Officer	

APPROVED AS TO FORM
COUNTY ATTORNEY

#### EXHIBIT A SCOPE OF SERVICES Contract Number EX15017

The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by DRCOG, the services described below. The following is a summary of the reimbursable services to be provided by the Contractor.

#### A.1 Service Provision

#### Compensated Services:

Transportation (1 One Way Trip) -- Transportation is travel to or from one location to another in a vehicle. It does not include any other activity.

#### Non-Compensated Services:

Outreach (1 Contact) — Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

Information and Assistance (1 Contact) -- A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Service(s) indicated above will be reimbursed at a rate not to exceed \$18.90/unit.

#### A.2 Geographic Area

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in A.3 Services.

#### A.3 Services

The Contractor shall provide the services described herein at the rate(s) specified in Section 5.1. Prior written approval from DRCOG is required if the number of units of service in any service category listed in this section is more than ten percent (10%) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1. Service Definitions are set forth in Attachment B.

#### Summary of Units Provided

Unit per county requirements will be incorporated into this contract by completion of the AAA Supplemental Contract Information form herein provided as Attachment C. Upon Contractor submittal and contract execution by both parties, the AAA Supplemental Contract Information form shall be made part of this Contract and legally binding.

### EXHIBIT B TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

- 1.1.1 Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.
- 1.1.1.1 Prohibition Against Employing Illegal Aliens (Colorado requirement). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Exhibit J, the "Pre-Contract Certification in Compliance with C.R.S. § 8-17.5-102(1)", must be signed and returned with this Contract, which is attached hereto and incorporated herein by reference.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services, as defined by C.R.S. § 8-17.5-101(6), as amended and in effect from time to time. If Contractor participates in the Department program, Contractor shall deliver to DRCOG a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employees, and shall comply with all other requirements of the Department program. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor will be participating in the Department program, Contractor will provide to DRCOG a copy of Contractor's executed Notice of Participation in the Department Program form.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

This Section 1.1.1.1 shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

- 1.1.1.2 Prohibition Against Employing Illegal Aliens (Federal requirement). If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit I, attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit I in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from the requirements of this Section 1.1.1.2; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit I.
- 1.1.2 Qualifications. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- 1.1.3 Background Check; Driver's License. Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor directly providing one or more of the following services: personal care, homemaker, adult day, transportation, case management, chore or home modifications that are provided through a contracted agency, home delivered meals, material aid services (provided within a consumer's home), one-to-one legal, one-to-one counseling, or respite care. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Employees, volunteers or contractors responsible for transporting consumers shall have a valid Colorado driver's license, and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.
- 1.1.4 <u>Sub-grant or Subcontract.</u> None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (if Exhibit E is not attached, then no subcontractors have been pre-approved) without the prior written approval of DRCOG through the State Unit on Aging. Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of

reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval, and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 1.10 herein.

- 1.1.5 Licensure. Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.
- 1.1.6 Contractor Training. Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.
- 1.2.1 Monitoring and Reporting Program Performance. The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.
- 1.2.2 Performance Management. Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor.
- 1.2.3 Monthly Data Entry. The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the National Aging Program Information System (NAPIS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in a State software system as designated and assigned by the State from time to time. Currently the software utilized is SAMS3. Contractor must complete training on SAMS3 for all employees who will be performing the data entry service. Training is available each year and is mandatory for anyone who has not previously attended or as deemed appropriate by DRCOG. Contractor shall enter the previous month's service data into SAMS3 no later than the fifteenth of the following month. If the fifteenth of the month falls on a holiday or weekend, than entering of all data shall be due the business day prior to the fifteenth. Failure to enter SAMS3 data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.
- 1.2.4 Cost Analysis. Contractor shall prepare and submit to DRCOG by no later than May 15<sup>th</sup> of the then-current calendar year, a cost analysis, in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG.

- 1.3.1 Services Performance Report and Reimbursement Requests. Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. The monthly service performance report shall include the number of unduplicated consumers served in comparison to the same month in 2014 when applicable. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Further, failure to submit the final month's report and reimbursement request by July 15 of the thencurrent fiscal year of the contract term, will result in non-payment for services provided, and Contractor specifically agrees that any such late-filed final reimbursement request will not be paid. All payments are subject to verification by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All payments are subject to verification by DRCOG.
- 1.3.2 Waiting Lists. Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be equitable to all eligible consumers. Contractor shall give priority to consumers targeted by the Older Americans and Older Coloradans Act, with due consideration given to the time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor will develop a waiting list procedure in compliance with the policies set forth in Subsection 205b., regardless of whether or not there are consumers waiting for service. Furthermore, Contractor shall maintain waiting lists, and shall make the waiting list and the procedures for the waiting list readily available for review by DRCOG and/or the State Unit on Aging. Waiting list documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain waiting list documentation, and shall not destroy any such records until notified by DRCOG.
- 1.3.3 Consumer Complaint/Appeal Process. The Contractor shall develop a procedure to assure that applicants to, or clients of, their services are advised in writing of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals, are processed and tracked in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain complaint/appeal documentation, and shall retain records in accordance with Section 1.4.1 herein.
- 1.3.4 Evaluation. Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall upon the DRCOG's request provide information regarding Contractor's compliance with the requirements of this Section.
- 1.3.5 Voluntary Contributions and Non-eligible Recipient Fees. Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the

recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with 1.5.1 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

- 1.3.6 On-Site Assessment. The Contractor acknowledges receipt of the on-site assessment requirements from DRCOG and shall comply with the on-site assessment requirements.
- 1.3.7 Policy Changes. From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may adopt policies and procedures that relate to services provided under this Contract. Upon notice of such adopted policies or procedures, Contractor shall incorporate any such policies and procedures into their practices and comply with the provisions thereof.
- 1.3.8 Eligibility Assessments. The Contractor will conduct an assessment of individual eligibility prior to the delivery of any registered services, as defined in 45 CFR 1321.3, using the standardized assessment form provided by DRCOG, and re-assessments will be conducted every six months thereafter as applicable for any registered service continuing after six months. The Contractor may not alter the standardized assessment form provided by DRCOG; however, the Contractor may attach as separate sheet(s) an addendum to the assessment to meet any additional program/service specific needs. Any addendum must be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service.
- 1.4.1 Records. The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.
- 1.4.2 Accounting Records. Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in 1,4.1 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.
- 1.4.3 Contractor Audits. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in:

Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

- 1.4.4 Audits and Inspections. During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.
- 1.4.5 Additional Records Required. Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.
- 1.5.1 Income. Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.
- 1.5.2 Income Accounting Records. Program income must be accounted for according to the additional costs alternative specified in Section 1.5.1 above and pursuant to 45 CFR, Section 74.24.
- 1.6.1 Equal Employment Opportunity. The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against

qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

- 1.6.2 Records. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and for employees as HHS, the State, or DRCOG may require.
- 1.7 Handicapped. The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.
- 1.8 Identification of Documents. Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."
- 1.9 Publication, Reproduction and Use of Material. Material produced in whole or in part under this Contract may not be subject to copyright laws.
- 1.10 Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.
- 1.11 Work Hours. The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.
- 1.12 Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.
- 1.13 Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.
- 1.14 Influencing Legislation. To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

- 1.15.1 Termination for Cause. If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.
- 1.15.2 Mutual Termination. The parties may terminate this Contract upon mutual written consent, which instrument shall set forth the effective date of the termination and any procedures to be followed incident to such mutual termination.
- 1.15.3 Termination for the Convenience of DRCOG. DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.
- 1.15.4 Project Material. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 1.15.5 Liability. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.
- 1.16.1 Remedies. Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth in section 1.16.2, DRCOG may take one or more of the following actions, as appropriate in the circumstances:
  - Temporarily withhold payments pending correction of deficiency by the Contractor.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
  - Withhold further Contracts with Contractor.
  - Take any other remedies that may be legally available.

- 1.16.2 Corrective Action. In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an Option Letter or amendment, to retain and reallocate to other contractors funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.
- 1.16.3 Erroneous Payments. Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG, or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.
- 1.16.4 Provision of Services; Expenditure of Funds. DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section 1.16.2. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

# ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## EXHIBIT D INDEMNIFICATION & INSURANCE

#### Section 1. Indemnification.

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

#### Section 2. Insurance.

- (a) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- (b) Contractor shall procure and maintain, and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years

beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

- (1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease each employee. Provide a waiver of subrogation in favor of DRCOG.
- (2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations, and shall provide for defense of sexual abuse and molestation claims for innocent insureds. The policy shall contain a severability of interests provision.
- (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.
- (4) Security & Privacy Liability or Cyber Risk insurance to cover loss of Protected Health Information ("PHI") data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI with minimum annual limits as follows:
  - Contractors with 10 or less clients and revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
  - Contractors with 25 or less clients and revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
  - Contractors with more than 25 clients and revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.
- (5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.
- (c) Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- (d) A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on the general liability and automobile liability policies shall be completed by the Contractor's insurance agent as evidence

that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1290 Broadway, Suite 700
Denver, Colorado 80203-5606

- (e) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.
- (f) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that DRCOG is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.
- (h) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

# EXHIBIT E APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from the State Unit on Aging through DRCOG. Upon State approval and contract execution by both parties, approved Subcontractors shall be made part of this Contract and legally bound to all applicable provisions herein.

# EXHIBIT F FIXED ASSETS

**Note**: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

#### 1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

- 1.1 Real Property. Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.
- 1.2 Equipment. Title to equipment shall vest in Contractor subject to the following conditions:
- Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.
- 2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.
- 3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.
- 4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.
- 5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto as Exhibit 1.
- 6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer

needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies. Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

#### 2.0 ACQUISITION OF FIXED ASSETS

- 2.1 Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.
- 2.2 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.
- 2.3 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.
- 2.4 Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44; CFR Title II Subtitle A Chapter II Part 200 Subpart 2.1.

#### 3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

#### 4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

#### 5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2)

the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

 By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

#### 6.0 DISPOSITION OF FIXED ASSETS

- 6.1 Real Property. In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally-sponsored projects. Use in other projects shall be limited to those Federally-sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally-sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.
- 6.2 Equipment. In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.
- 6.3 Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally-sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.
- 6.4 These provisions regarding disposition of fixed assets shall survive termination of the Contract.

#### 7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

#### 8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

#### 9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

#### DENVER REGIONAL COUNCIL OF GOVERNMENT AREA AGENCY ON AGING PROPERTY INVENTORY FORM

Inventory Tag Number: Date of physical inventory:			
Manufacturer's serial number	r, model number, or other identification	number:	
Source of equipment (include	e award number):		
Title in (check one):	□ Contractor	DRCOG	
	□ Federal Government	□ State	
Acquisition Date:	Acquisition Cost:		
	re in cost of equipment (attach docum	entation to calculate	
Location of equipment:			
Condition of equipment:			
Unit acquisition cost:			
Ultimate disposition data:			
Signature:	Date:		

#### EXHIBIT G OPTION LETTER-SAMPLE

THIS OPTION LETTER	is made and entered into this day of
20 by and between Denve	er Regional Council of Governments ("DRCOG") and
	(the "Contractor") and shall extend/and or amend the terms
of the contract referenced here	in (the "Contract").
undertakings hereinafter set for	consideration of the recitals, promises, payments, covenants, and rth, and other good and valuable consideration, which is hereby or, DRCOG and Contractor hereby agree to the following to said Contract:
Contract Name:	Original Contract Date:
Contract Number:	Project Number:
Contractor Address:	
Term End Date is Hereby Exter	nded to:
Federal/State Funds Changed	from \$ to \$
Per Unit Reimbursement Rate (	(if changed):
Required Cash Match for New	Funds:
In-Kind Match for New Funds:	
Anticipated Additional Program	Income:
Scope:	
County and Service with Units (	(update to A.3 of Exhibit A):
IN WITNESS WHERE	F DRCOG and Contractor have executed this Ontion Letter as

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

# By: Jennifer Schaufele Executive Director ATTEST: ATTEST: CONTRACTOR NAME CONTRACTOR NAME ATTEST: ATTEST: ATTEST:

Roxie Ronsen Administrative Officer

By:

By:

#### **EXHIBIT H**

#### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council on Governments ("DRCOG"), Area Agency on Aging, and "Contractor. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "Covered Entity" or "CE" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

#### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

#### Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.
- b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.
- c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a

covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "<u>Subcontractor</u>" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

#### 2. Obligations of Associate.

- a. <u>Permitted Uses.</u> Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(i)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.
- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

- e. <u>Associate's Agents.</u> If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.
- g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.
- h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.
- i. <u>Governmental Access to Records.</u> Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance

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review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

- j. <u>Minimum Necessary</u>. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).
- k. <u>Data Ownership</u>. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- I. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
- n. <u>Notice of Privacy Practices.</u> Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.
- o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve

Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

- q. <u>Safeguards During Transmission</u>. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.
- r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

#### Obligations of CE.

- a. <u>Safeguards During Transmission</u>. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.
- b. <u>Notice of Changes</u>. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

#### Termination.

- a. <u>Material Breach</u>. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:
- (1) <u>Default</u>. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
- (2) <u>Associate's Duties</u>. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

- (3) <u>Compensation.</u> Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
- (4) <u>Erroneous Termination for Default</u>. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.
- c. <u>Judicial or Administrative Proceedings</u>. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

#### d. Effect of Termination.

- (1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.
- (2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.
- 5. <u>Injunctive Relief.</u> CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

- 6. <u>No Waiver of Immunity</u>. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.
- 7. <u>Limitation of Liability</u>. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
- 8. <u>Disclaimer</u>. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
- 9. <u>Certification</u>. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

#### Amendment.

- Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.
- b. <u>Amendment of Attachment A.</u> Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.
- 11. <u>Assistance in Litigation or Administrative Proceedings.</u> Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings

being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

- 12. <u>No Third Party Beneficiaries</u>. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 13. <u>Interpretation and Order of Precedence</u>. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.
- 14. <u>Survival of Certain Contract Terms</u>. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

- a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.
- b. <u>Notices</u>. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA/Covered Entity Representative:

Name: Hendrik Kopperl

Title: Financial Compliance Coordinator

Department and Division: Area Agency on Aging
Address: 1290 Broadway, Suite 700

Denver, CO 80203-5606

Contractor/Business Associate Representative;

Name: Joelle Greenland

Title: Manager

Department and Division: Neighborhood Services, Community Development

Address: 4430 South Adams County Pkwy Brighton, CO 80601

#### **ATTACHMENT A to EXHIBIT H**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective as of the execution date of the Contract. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

<ol> <li>Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:</li> </ol>			
	None except as otherwise directed in writing by DRCOG		
2. Addens	Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the dum, Associate may disclose Protected Information as follows:  None except as otherwise directed in writing by DRCOG		
	Subcontractor(s). The parties acknowledge that the following subcontractors or agents of ate shall receive Protected Information in the course of assisting Associate in the performance of pations under this Contract;  None except a otherwise directed in writing by the State through DRCOG		
	Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed r as follows, and Associate's obligations under the Addendum shall commence with respect to HI upon such receipt: Upon the effective date of the Contract.		
	Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on and disclosure of Protected Information: As may be directed in writing by DRCOG or the State		
	Additional Terms. [This section may include specifications for disclosure format, method of ssion, use of an intermediary, use of digital signatures or PKI, authentication, additional security of specifications, de-identification or re-identification of data and other additional terms.]  None		

#### EXHIBIT I

#### E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Definitions. As used in this clause-

Commercially available off-the-shelf (COTS) item-

- Means any item of supply that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

- (b) Enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
  - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
  - (i) All new employees.

- (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days

of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the

requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security
  Administration (SSA) may terminate the Contractor's MOU and deny access to the EVerify system in accordance with the terms of the MOU. In such case, the Contractor will
  be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

#### **EXHIBIT J**

#### Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Date

Contractor:						
Ву:						
Title:						
Date:						

<sup>\*</sup>This Exhibit J shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

#### ATTACHMENT B

### Service Definitions and Entry into SAMS

(effective SFY 2016; subject to change, based on federal and state regulations and requests by AAAs)

### Part B, C1, C2, D, E, GF, and VI:

The following services are available under the federal Title III funding source in its various parts and in the state General Fund (GF). Some are also available under the Visually Impaired (VI) state fund, as indicated. While the services are the same, any services provided by GF or VI need to have the (State) suffix

Description	Unit Type	Registered (R)/ Aggregate (A)/ Either	Consumer to Unit Relation	Service Category	Available under Funding Parts	Assessment needed
Adult Day Care/Adult Day Health or Adult Day Care/Adult Day Health (State)	1 Hour	Registered	1/many	In-Home Services	B, GF	Full Assessment Every six months
Personal care for of portion of a day. So social and recreation assistance and hor	ervices offe onal activitie	red in conjuncti es, training, cou	on with adult d inseling, and s	ay care/adult dervices such as	lay health typic	ally include
Available Subservi Currently None	ces:					

Assisted Transportation or Assisted	1 One Way Trip	Registered	1/many	Transportation Services	B, GF, VI	Full Assessment Initially
Transportation (State)						

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

Available Subservices:

Currently None

Currently None					The State of the S	
Case Management or Case Management (State)	1 Hour	Registered	1/many	Other Supportive Services	B, GF, VI	Full Assessment every six months

Assistance, either in the form of access or care coordination, in circumstances where the eligible individual and/or their caregivers are experiencing diminished functioning capacities, personal conditions, or other characteristics which require the provision of services by formal service providers. Activities of case management shall include: assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up, and reassessment, as required.

#### Available Subservices: Federal State ADRC Case Management – I & A ADRC Case Management - I & A (State) Assessment Assessment (State) Chore or 1 Hour Registered In-Home B. GF. Full 1/many Chore (State) VI Assessment Services Every six months Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are onetime, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult. Available Subservices: Federal State Yard Work Yard Work (State) Snow and Ice Removal Snow and Ice Removal (State) Repairs/Maint. Renovation Repairs/Maint. Renovation (State) Congregate 1 Meal Registered 1/many Nutrition C1, GF Nutrition Meals or Services Assessment Congregate Initially Meals (State) A meal provided to an eligible individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws, As noted in Section IIA, meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals figure in line 8a; they are included in the meal total reported on line 8 of Section IIA. Available Subservices: Federal State Lunch (State) Lunch Emergency Meals Congregate Emergency Meals Congregate (State) Blizzard Box Congregate Blizzard Box Congregate (State) Counseling or Registered 1/many Other B, GF, VI Full Counseling Supportive Session Assessment (State) Services Counseling is the provision of advice or support to assist older adults to address issues, concerns, or make decisions. NOTE: Nutrition Counseling is a separate service. Available Subservices: Federal State Mental Health Counseling Mental Health Counseling (State) Support Group Support Group (State) Education or Either 1/many (R) d Other B, GF, VI Client **Education (State-**1/1 (A) Supportive Registration, Session Only) Services if registered, otherwise

none

A supportive service designed to assist older adults to better cope with their economic, health, and personal needs through services such as consumer education, continuing education, health education, falls prevention education, medication management education, pre-retirement education, financial planning, and other education and training services which advances the objectives of the Older Americans Act.

NOTE: Nutrition Education is a separate service.

#### Available Subservices:

#### Federal

- Group Outreach
- Group Outreach GLBT
- Group I & A GLBT
- Group Information and Assistance
- Educational Programs
- Group Outreach Save Medication
- Technical Assistance

#### State

- . Group Outreach (State)
- Group Outreach GLBT (State)
- . Group I & A GLBT (State)
- Group Information and Assistance (State)
- · Educational Programs (State)
- Group Outreach Save Medication (State)
- Technical Assistance (State)

Evidence-based 1 Hour Registered 1/many Disease Prevention and Health Promotion or Evidence-based Disease Prevention and Health Promotion (State)	Other Supportive Services	B, D, GF	Client Registration
---	---------------------------------	----------	------------------------

A program that meets the current definition of evidence-based disease prevention and health promotion as defined by the Administration on Aging and has:

- Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; and,
- Proven effective with older adult population, using Experimental or Quasi-Experimental Design; and.
- c) Research results published in a peer-review journal; and,
- d) Been fully translated in one or more community site(s); and,
- e) Developed dissemination products that are available to the public.

**NOTE**: All Health Promotion services need to be entered with the appropriate sub-service. If there is no subservice for the service you are providing under Health Promotion, please contact the SUA, to find out if it is evidence based and allowed under Part D. Some services which used to be allowed under Health Promotion in the past, now need to be entered under Screening or Education due to the tightening of federal rules.

#### Available Subservices: Federal State EB - A Matter of Balance EB - A Matter of Balance (State) EB - Arthritis Exercise Prg EB - Arthritis Exercise Prg (State) EB-CDSMP EB - CDSMP (State) EB - Diabetes Self Momt (State) EB - Diabetes Self Momt EB - Falls Talk (State) EB - Falls Talk EB - Healthy Moves for Aging Well EB - Healthy Moves for Aging Well (State) EB - Powerful Tools EB - Powerful Tools (State) EB - Tai Chi: Moving for Better Balance EB - Tai Chi: Moving for Better Balance (State) EB - Tomando EB - Tomando (State) Home Delivered Nutrition C2, GF Full 1 Meal Registered 1/many Meals or Assessment Services Home Delivered Every six Meals (State) months A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. As noted in Section IIA, meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals figure in line 4a; they are included in the meal total reported on line 4 of Section IIA. Certain Title III-E funded home delivered meals may also be included - see the definition of NSIP meals below. Available Subservices: Federal State Hot Meals Home Delivered Hot Meals Home Delivered (State) Emergency Meals Home Delivered Emergency Meals Home Delivered (State) Frozen Meals Home Delivered Frozen Meals Home Delivered (State) Blizzard Box Home Delivered Blizzard Box Home Delivered (State) Home Health In-Home B, GF 1 Hour Registered Full 1/many Aide or Services Assessment Home Health Every six Aide (State) months Home Health Aide are services performed by CNAs (Certified Nursing Aids) who do not hold a license or other mandatory professional requirements for practice, other than certification. Those services are performed under the supervision of a RN, Licensed Practical Nurse, or other health care professional. This service includes health care needs to the elderly with their ADLs, bedside care, and basic nursing procedures. Available Subservices: Currently None Homemaker or 1 Hour Registered 1/many In-Home B. GF. VI Full Homemaker Services Assessment (State) Every six months Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two 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. Available Subservices:

1/1 (A)

1/many (R) d Other

Supportive

B, GF, VI

Client

Registration,

Either

Contact

Currently None Information and

Assistance or

Information and Assistance (State)				Services		if registered, otherwise none
A service that: (A) p links individuals to t maximum extent pr counted only if infor	he services acticable, e mation is re	and opportun stablishes ade	ities that are avequate follow-up	ailable within th	ne communities	(C) to the
Available Subservio	es:					
Federal			State			
<ul> <li>ADRC   &amp;</li> </ul>	A			ADRC 1 & A	(State)	
<ul> <li>Newspape</li> </ul>	er		d.	Newspaper (	State)	
<ul> <li>Client Adv</li> </ul>	ocacy		1.1	Client Advoc	acy (State)	
Legal Assistance or Legal Assistance (State)	1 Hour	Aggregate	many/many	Other Supportive Services	B, GF	None
Legal advice, couns supervision of an at		representation	provided by ar	attorney or oth	ner person actin	g under the
Available Subservio			5.73 5.7			
Federal			State		William Carlot	2-2-6
	Legal Serv	ices	•		gal Services (S	tate)
<ul> <li>Individual</li> </ul>	Pro Bono		•	Individual Pr	o Bono(State)	
Material Aid or	1	Registered	1/many	Other	B, GF, VI	Client
Material Aid (State)	Contact	rtogistored	Trinainy	Supportive Services	5, 5, , ,	Registration
Aid in the form of go of clothing, smoke of NOTE: All Material alone is too broad a	detectors, e Aid service description	yeglasses, he s need to be e	aring aids, oral intered with the	health, or secur appropriate sul	rity devices, etc b-service, since	Material Aid
Available Subservio	es:		State			
<ul> <li>Broadcast Impaired</li> <li>Audiology</li> <li>Vision</li> <li>Health Eq</li> <li>Dental</li> </ul>		For Visually	State	Broadcast. S Impaired (Standiology (S Vision (State Health Equip Dental (Stat	tate) ) ment (State)	
Nutrition Counseling or Nutrition Counseling (State)	1 Session	Registered	1/many	Nutrition Services	C1, C2, GF	Nutrition Assessment Initially
Provision of individuate law and/or politheir health or nutrit addresses the option Available Subservice Currently None	icy, to indivional histor	iduals or their y, dietary intak	caregivers, for ce, medication to	those individua use, or chronic i	Is at nutritional	risk because of

Nutrition Education or Nutrition Education (State)	1 Session	Either	1/many (R) or 1/1 (A)	Nutrition Services	C1, C2, GF	Client Registration, if registered, otherwise none
A program to prome and instruction to o individual of compa	lder adults	and caregivers				
Available Subservior Federal Group   &	A		State	Group I & A		4-1
	lealthy Agir		T 44		althy Aging (Sta	
Outreach or Outreach (State)	Contact	Either	1/many (R) 1/1 (A)	Supportive Services	B, C1, C2, GF, VI	Client Registration, if registered, otherwise none
Intervention with inc clients (or their care Available Subservio	e givers) an					fying potential
Federal  Nutrition C			State		treach (State)	
Personal Care or Personal Care (State)	1 Hour	Registered	1/many	In-Home Services	B, GF, VI	Full Assessment Every six months
Providing personal requirements for in- Available Subserviding Currently None	home servi	ces.				
Public Information or Public Information (State)	1 Contact	Either	1/many (R) ( 1/1 (A)	Other Supportive Services	B, GF, VI	Client Registration, if registered, otherwise none
A service that provide consumers within the large audiences of campaigns, and other Available Subservice Currently None	nelr commu current or p ner similar a	nities. Service otential caregi	units for inform	nation services	are for activities	directed to
Reassurance or Reassurance (State)	1 Contact	Registered	1/many	Other Supportive Services	B, GF, VI	Client Registration
The process of cont	tacting an o	lder adult on a	regular basis i	in order to prov	ide comfort and	or help
Available Subservior Federal  Lifeline			State	Lifeline (Stat	te) Reassurance (\$	
Screening or Screening (State)	1 Contact	Registered	1/many	Other Supportive Services	B, C1, C2, GF, VI	Full Assessment Initially

	ces: ealth Screer Screening	ning	Sta	te Mental Health S Nutrition Screen	and the second second	ate)
Transportation or Transportation (State)	1 One- way trip	Registered	1/many	Transportation Services	B, GF, VI	Client Registration
Transportation is tr activity.	avel to or fr	om one locatio	n to another	in a vehicle. It does	not include a	ny other
Available Subservi	ces:				7.	
Federal				Stat	The second second second	
<ul> <li>Shopping</li> </ul>	/Errands			9	<ul> <li>Shopping</li> </ul>	/Errands (State
<ul> <li>Leisure/R</li> </ul>	ecreation			14	<ul> <li>Leisure/F</li> </ul>	Recreation (Stat
<ul> <li>Medical</li> </ul>				10	<ul> <li>Medical (</li> </ul>	State)
<ul> <li>Senior Ce</li> </ul>	enter			1)	Senior C	enter (State)
<ul> <li>Meal Site</li> </ul>					<ul> <li>Meal Site</li> </ul>	(State)
<ul> <li>Education</li> </ul>				19	<ul> <li>Education</li> </ul>	n (State)
<ul> <li>Adult Day</li> </ul>	Care			10	Adult Day	Care (State)
<ul> <li>Grocery</li> </ul>				- 1	<ul> <li>Grocery (</li> </ul>	State)

### Part E:

The following services are available under the federal Title III Part E funding source and in the state General Fund (GF). Some are also available under the Visually Impaired (VI) state fund, as indicated. While the services are the same, any services provided by GF or VI need to have the (State-Only) suffix.

Description	Unit Type	Registered (R)/ Aggregate (A)/ Either	to Unit Relation	Service Category		ailable under unding Parts	
NFCSP – Counseling or SGFCG - Counseling (State)	1 Sessions	Registered	1/many	NFCSP - Counseling	E, GF, VI	Caregiver Assessmen Initially	
Counseling to caregivers caregiver roles. This inclindividual caregivers and	udes counse						
Available Subservices:			20.00				
Federal	Curt education :	Assessment and a second	State		0.00		
<ul> <li>NFCSP(Counse</li> </ul>	eling) - Case	Management		GFCG (Counsell		ase	
and a brain of	and the second	4 7 4 4 5 7 W		fanagement (Sta			
<ul> <li>NFCSP(Counse</li> </ul>	eling) - Indivi	dual Counselin		GFCG (Counseli		idividual	
Messes				Counseling (State			
<ul> <li>NFCSP(Counse</li> </ul>	eling) - Supp	ort Groups		GFCG (Counsell	ng) - S	upport Group	
(Markets)		200		State)		D	
<ul> <li>NFCSP(Counse</li> </ul>	eling) - Care	giver Training		GFCG (Counseli	ng) - C	aregiver	
				raining (State)			
<ul> <li>NFCSP(Counse</li> </ul>	eling) - EB N	СТР	<ul> <li>SGFCG (Counseling) - EB NCTP</li> </ul>				
Contractor		7.2.2		State)		220 1027	
<ul> <li>NFCSP(Counse</li> </ul>	elina) - FR P	OWORFUL TOOLS	• 5	CCCC /Causeali	nal E	DOWNER	
NAPIS Definition for the Supplemental Services	e Suppleme	ntal Services ( rovided on a lin	Category:		are pro	ovided by	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, en NFCSP –Material Aid	Supplemer Services proposupplementa	ntal Services ( rovided on a lin il services inclu	Category: nited basis to ide, but are no	complement the complement to, home nence supplies.  NFCSP —	care pro modifi	ovided by cations,	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, el NFCSP – Material Aid or SGFCG - Material Aid (State)	e Suppleme -Services p supplementa mergency res 1 Contact	ntal Services ( rovided on a lin il services inclu sponse system Registered	Category: nited basis to ide, but are no s, and incontin	complement the complement to the limited to, home nence supplies.  NFCSP — Supplemental Services	E, GF, VI	cations,  Caregiver Assessmen	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid sealone is too broad a descardable Subservices:  Federal  NFCSP(Mat Aid Medication	e Supplementa —Services posupplementa mergency results of the contact of the co	ntal Services ( rovided on a lin l services inclusionse system Registered  dds or food such tectors, eyeglat to be entered of	Category: nited basis to ode, but are no s, and inconting 1/many  h as direct distances, hearing with the appropriate sub service  State SGF	complement the complement the complement the continued to, home mence supplies.  NFCSP — Supplemental Services  Tribution of commaids, oral health, priate sub-service added, please continued to the continued to	care promodification modifies, VI odities, or secue, since ontact the ver the	cations,  Caregiver Assessmen Initially  surplus food, arity devices. Material Aid ne SUA.  Counter	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid sealone is too broad a descardable Subservices:  Federal  NFCSP(Mat Aid Medication NFCSP(Mat Aid Medication NFCSP(Mat Aid	e Supplementa —Services posupplementa mergency results of the contact of the co	ntal Services ( rovided on a lin l services inclusionse system Registered  ds or food such tectors, eyeglat to be entered to need to have	Category: nited basis to ode, but are not s, and inconting 1/many  h as direct dist sses, hearing with the appropriate a sub service  State SGF Med SGF	complement the complement the complement the complement the complement the complement of the complemen	e modifie E, GF, VI odities, or secue, since entact the upplies	cations,  Caregiver Assessmen Initially  surplus food rity devices. Material Aid ne SUA.  Counter (State)	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid sealone is too broad a descardable Subservices:  Federal  NFCSP(Mat Aid Medication NFCSP(Mat Aid NFCSP -	e Suppleme -Services p supplementa mergency res 1 Contact c form of goo g, smoke de ervices need cription. If you 1) - Over the 1) - Supplies 1	ntal Services ( rovided on a lin l services inclusionse system Registered  dds or food such tectors, eyeglat to be entered of	Category: nited basis to ode, but are no s, and inconting 1/many  h as direct distances, hearing with the appropriate sub service  State SGF	complement the complement the complement the complement the complement the complement of the complemen	care promodification modifies, VI odities, or secue, since entact the ver the upplies	cations,  Caregiver Assessmen Initially  surplus food rity devices. Material Aid ne SUA.  Counter  (State)  Caregiver	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid sealone is too broad a descardable Subservices:  Federal  NFCSP(Mat Aid Medication NFCSP - Screening/Evaluation or SGFCG - Screening/Evaluation	e Supplementa —Services posupplementa mergency results of the contact of the co	ntal Services ( rovided on a lin l services inclusionse system Registered  ds or food such tectors, eyeglat to be entered to need to have	Category: nited basis to ode, but are not s, and inconting 1/many  h as direct dist sses, hearing with the appropriate a sub service  State SGF Med SGF	complement the complement the complement the complement the complement the complement of the complemen	e modifie E, GF, VI odities, or secue, since entact the upplies	cations,  Caregiver Assessmen Initially  surplus food rity devices. Material Aid ne SUA.  Counter (State)	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid se alone is too broad a descapion is too broad a descapion in NFCSP(Mat Aid Medication NFCSP(Mat Aid Medication NFCSP)  NFCSP - Screening/Evaluation or SGFCG -	e Supplemental Services proposed from of good g, smoke de ervices need cription. If you supplies 1 Contact	ntal Services ( rovided on a linular services inclusives systems) Registered  Index or food such tectors, eyeglate to be entered to need to have the counter the c	Category: nited basis to ode, but are no s, and inconting 1/many  h as direct distances, hearing with the appropriate a sub service  State SGF Med SGF 1/many	complement the complement the complement the complement the complement and timited to, home there is supplemental.  NFCSP — Supplemental Services and the complement	eare promodification modifies, or secure, since ontact the supplies E, GF, VI	cations,  Caregiver Assessmer Initially  surplus food irity devices. Material Aid ne SUA.  Counter  (State)  Caregiver Assessmen Initially	
NAPIS Definition for the Supplemental Services caregivers. Examples of assistive technologies, et NFCSP - Material Aid or SGFCG - Material Aid (State) Aid to the caregiver in the and distribution of clothin NOTE: All Material Aid sealone is too broad a descalone is too broad a descalone is NFCSP(Mat Aid Medication  NFCSP - Screening/Evaluation or SGFCG - Screening/Evaluation (State) NFCSP Screening is the	e Supplemental Services proposed from of good g, smoke de ervices need cription. If you supplies 1 Contact	ntal Services ( rovided on a linular services inclusives systems) Registered  Index or food such tectors, eyeglate to be entered to need to have the counter the c	Category: nited basis to ode, but are no s, and inconting 1/many  h as direct distances, hearing with the appropriate a sub service  State SGF Med SGF 1/many	complement the complement the complement the complement the complement and timited to, home there is supplemental.  NFCSP — Supplemental Services and the complement	eare promodification modifies, or secure, since ontact the supplies E, GF, VI	cations,  Caregiver Assessmen Initially  surplus food irity devices. Material Aid ne SUA.  Counter  (State)  Caregiver Assessmen Initially	

NFCSP – Transportation or SGFCG – Transportation	1 One- way trip	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
(State)						
NFCSP - Transportate other activity.	l tion is travel	to or from one	e location to	another in a vehic	le. It doe	es not include any
Available Subservice	<u>s:</u>					
Currently None	A Meet	Destataved	T d language	NEGOD	TE	Lossaniosas
NFCSP – Congregate Meals or SGFCG - Congregate Meals (State)	1 Meal	Registered	1/many	NFCSP – Supplemental Services	GF, VI	Caregiver Assessment Initially
A meal provided to a served in a program a Americans Act and S NOTE: Congregate Mala below.  Available Subservice	administere tate/Local la Meals under	d by SUAs and aws.	d/or AAAs a	nd meets all of the	require	ments of the Older
Currently None	0.					
NFCSP – Home Delivered Meals or SGFCG – Home Delivered Meals (State)	1 Meal	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
	administere tate/Local la red Meals u s: me Del Mea	d by SUAs and aws.	d/or AAAs a may qualify Sta	for NSIP funding.  ate  SGFCG (Hor Box (State)	- see the	ments of the Older
NFCSP – Information Services or SGFCG – Information Services (State)	1 Activity	Either	1/many (R or 1/1 (A)	NFCSP – Information Services	E, GF, VI	Caregiver Assessment Initially if Registered, otherwise none
Services (State) A service for caregive services available to are for activities direct publications, conduct	the individuated to large	als within their audiences of	communities current or p	es. [Note: service u otential caregivers	inits for i	nformation service

#### Available Subservices: Federal State NFCSP(Inform Srvcs) - Outreach SGFCG (Inform Srvcs) - Outreach (State) NFCSP(Inform Srvcs) - Public Information SGCFG(Inform Srvcs) - Public Information (State) NFCSP - Access Either 1/many (R NFCSP -Caregiver Assistance or Contact or 1/1 (A) Access GF. Assessment SGFCG - Access Assistance VI Initially if Assistance (State) Registered. otherwise none A service that assists caregivers in obtaining access to the services and resources that are available within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures. [Note: Information and assistance to caregivers is an access service, i.e., a service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.] Available Subservices: Federal State NFCSP(Access Assist) - ADRC | & A SGFCG (Access Assist) - ADRC I & A (State) NFCSP(Access Assist) - Group | & A SGFCG (Access Assist) - Group I & A (State) NFCSP(Access Assist) - Information & SGFCG (Access Assist) - Information & Assistance (State) Assistance NFCSP -Caregiver NFCSP - Respite 1 Hour Registered 1/many E, GF. Respite Care Assessment Care or SGFCG - Respite Initially Care - (State) Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. If the specific service units purchased via a direct payment (cash or voucher) can be tracked or estimated, report those service unit hours. If not, a unit of service in a direct payment is one payment. Available Subservices: Federal State NFCSP(Respite) - Home Health Aide SGFCG(Respite) - Home Health Aide NFCSP(Respite) - Homemaker SGFCG (Respite) - Homemaker (State) SGFCG (Respite) - Institutional Respite NFCSP(Respite) - Institutional Respite (State) NFCSP(Respite) - Monitoring SGFCG (Respite) - Monitoring (State) NFCSP(Respite) - Personal Care SGFCG (Respite) - Personal Care (State)

SGFCG (Respite) - Adult Daycare/Health

(State)

NFCSP(Respite) - Adult Daycare/Health

### FAQ Governing Entry of Services into SAMS:

What is the difference between registering and assessing a client?

Registering a client in SAMS means entering federally (and some state) required demographic information into the SAMS consumer record. This information makes it possible to distinguish clients from one another and allows to report unduplicated counts. Assessments, on the other hand, require the client, or the assessor, to fill out an assessment form and enter this information into the SAMS assessment screen in addition to the demographic information in the consumer record. Most services require that a client be registered in SAMS, but not all of those services require the additional assessment.

What is the difference between registered and aggregate services?

Most services are delivered to a registered client and need to be entered as units of service to a specific client in SAMS (1/many – one client can have many units of service). For most such services (Part E caregiver services are the exception) rosters can be set up in SAMS to make this entry more efficient. Some services, such as public information and general education sessions, are serving a group of people whom you do not know and who are not set up in SAMS. For those services the count of the total number of units, (the unit multiplied by the number of clients served) needs to be entered into a consumer group in SAMS (1/1 – the number of clients equals the number of units). With the exception of legal assistance, which always has to be entered as an aggregate service due to legalities surrounding client/attorney privilege, you should always register a client and enter the services as registered if at all possible. The more specific data we can gather, the more reliable reports we can produce, which will affect the overall funding of our programs in the future. It is also the only way to obtain unduplicated client counts.

How can I enter registered services for consumers who refuse to provide me with demographic information?

You should always try to get enough information from your clients to set them up in SAMS (i.e. Name, address, DOB). We understand that occasionally that is not possible, since you might have someone who lives out of state and only stops by your meal site once, or one of your clients brings an eligible guest who will not frequent your site again. In those cases, you need to use a record set up in SAMS for that particular case and enter the count of your meals for that month. The name of that record needs to include your region and reflect that it is for Eligible - Non registered clients to avoid mixing it up with other regions. There should only be one of those records per region in which all your providers enter any of those types of services (not only C1). The number of services entered into those records should be very small, since using this 'faked client' is the exception, not the rule. This is not an excuse to not try to register consumers, since most clients throughout the state are willing to provide basic information to get free services, any region and/or provider who does not register a large number of clients is subject to be audited by SUA. If a client comes to a meal site more than just once as a guest, from another region, or out of state, an effort should be made to get his contact information.

How do I enter Caregiver services into SAMS?

Any services under Part E (NFSCP prefix for federal, SGFCG for state) reflect services which were provided to the caregiver, not the care recipient. They have to be entered under the caregiver with a link in the service record to the care recipient. **None of those** 

services may be entered via a roster. You cannot have a client who is both, a care recipient as well as a caregiver. If a client once was a caregiver and now has become a care recipient, the section of the caregiver in his client record has to be end dated. Otherwise the system does not know how to deal with the records and reports will reflect the information inaccurately. When state regulations state that you have a certain grace period to enter an assessment, this does not apply to registering a consumer. If a consumer receives a **registered service**, this means that the consumer has to be entered in the consumer record **before** any services for that consumer are entered.

For which services do I have to enter subservices in the SAMS?

- Material:
  - Material aid covers many types of assistance. It does not exist in the NAPIS definitions, but was added by SUA since there was a need to capture various material services to the client. Since this might be anything from a wheelchair, to dentures, eyeglasses, etc., it is necessary to select the proper sub service in SAMS for later reporting. If the object you provide to a client under Material aid does not currently exist in SAMS, please call SUA, so it can be set up. While we do not want to list every single item (i.e. glasses, contacts), we do want to know the general category (i.e. vision).
- Health Promotion:
   Health Promotion in Part D and State funding is only allowed for evidence based services which meet the least minimal criteria as defined by AoA. Therefore, it has to use subservices which show for which activity the funds where used.

What do I need to know about entering congregate meals into SAMS?

Congregate meals (C1 and State Funded) have many regulations which are covered in Volume 10. Following are some of the issues which often cause confusion when entering congregate meals into SAMS:

- Entering volunteers:
  - Since volunteers under 60 are eligible for meals on the days they are volunteering for meal related activities, they should be set up as eligible, with the eligible indicator stating that they are volunteers. If they receive meals on any other days, those are not reimbursable and they must be charged the guest fee. Those meals can be entered as local (ZZ) services, if you wish to track them in SAMS. That way we will not pull them for reimbursements.
- You will only get reimbursed for congregate meals provided to clients whose records are marked as eligible in SAMS
- Congregate meals may also be billed under Part E, caregiver funds, if those meals
  are for a caregiver who is taking care of a care recipient. To provide such a meal
  under Part E, the service it gets charged to is NFCSP(Supplemental Srvcs) Congregate Meals or SGFCG(Suppl Srvcs) Congregate Meals (State). The funds
  allowed to be used for this are limited. Please refer to Volume 10, if you are the AAA,
  or check with your AAA, if you are the provider, to make sure you are not exceeding
  the funding limit.
- Congregate meals funded under Part E are NOT part of the calculation to determine meal counts for distribution of NSIP funds.

What do I need to know about entering home delivered meals into SAMS?

Home delivered meals (C2 and State Funded) have many regulations which are covered in Volume 10. Following are some of the issues which often cause confusion when entering home delivered meals into SAMS:

- You will only get reimbursed for meals provided to clients whose records are marked as eligible in SAMS
- Home Delivered Meals should never have a non-registered client, since the name and address of the client is well known, any time you deliver a meal to a home.
- Home delivered meals may also be billed under Part E, caregiver funds, if those
  meals are for a caregiver who is taking care of a care recipient. To provide such a
  meal under Part E, the service it gets charged to is NFCSP(Supplemental Srvcs) Home Delivered Meals or SGFCG(Suppl Srvcs) Home Delivered Meals (State).
  The funds allowed to be used for this are limited. Please refer to Volume 10, if you
  are the AAA, or check with your AAA, if you are the provider, to make sure you are
  not exceeding the funding limit.
- Eligible home delivered meals funded under Part E ARE part of the calculation to determine meal counts for distribution of NSIP funds.

#### What are NSIP meals?

NSIP Meals (1 meal) -- A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the OAA, which means at a minimum that:

1) it has been served to a participant who is eligible under the OAA and has NOT been means-tested for participation; 2) it is compliant with the nutrition requirements; 3) it is served by an eligible agency; and 4) it is served to an individual who has an opportunity to contribute. Meal counts in 4, 4a, 8, 8a, include all OAA eligible meals including those served to persons under age 60 where authorized by the OAA. NSIP Meals also include home delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients (as well as their spouses of any age) or caregivers

# ATTACHMENT C

# AAA Supplemental Contract Information (Please reference attached.)

# **AAA Supplemental Contract Information**

Provider Name: Adams County Community Development

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

New

FY 16

Grant Amount: \$439,802.00

Cash match: \$70,900.00

In-Kind match: \$0.00

Reimbursement

Rate: \$18.90

Program Income \$8,837.00

**Unduplicated Client** 

Count: 640

Scope/Units:

County	Assisted Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23,270

Information &	404
Assistance Units:	491
Outreach Units:	196

		4/	

# **AAA Supplemental Contract Information**

Provider Name:

Adams County Community Development

Contract Name:

A-LIFT Community Transit

Contract Number:

EX15017

New

FY 17

**Grant Amount:** 

\$439,802.00

Cash match:

\$70,900.00

In-Kind match:

\$0.00

Per Unit

Reimbursement

Rate:

\$18.90

Program Income

\$8,837.00

**Unduplicated Client** 

Count:

640

Scope/Units:

County	Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23,270

Information &	
Assistance Units:	491
Outreach Units:	196

# **OPTION LETTER #1**

(the	THIS OPTION LETTER is made and ente by and between Denver Regional Counci "Contractor") and shall extend/and or amend stract").	red into this day of, il of Governments ("DRCOG") and Adams County the terms of the contract referenced herein (the
ackn	ertakings hereinafter set forth, and other good	ne recitals, promises, payments, covenants, and did and valuable consideration, which is hereby contractor hereby agree to the following extension
Cont	ract Name: A-Lift Community Transit	
Origi	nal Contract Date: 7/1/15	
Cont	ract Number: EX15017 Pr	roject Number: 624017
Cont	ractor Address: 7190 Colorado Blvd., Comm	erce City, CO 80022
Term	End Date June 30, 2017	
the a	ling levels and updated Scope/units for the n ttached AAA Supplemental Contract Informa nal contract.	ew fiscal year (noted as <i>New</i> FY17) are provided in tion, which by reference is made a part of the
day a	IN WITNESS WHEREOF, DRCOG and Conduction of the	ontractor have executed this Option Letter as of the
	DENVER REGIONAL COUNCIL OF GOVERNMENTS	ADAMS COUNTY
Ву:	Jennifer Schaufele Executive Director	By: Hever & ODanier chairperson
ATTE	EST:	ATTEST: STAN MARTIN CLERK AND RECORDER
Ву:	Roxie Ronsen Administrative Officer	By: Mannak  Deputy Clerk

APPROVED AS TO FORM COUNTY ATTORNEY

# **AAA Supplemental Contract Information**

**Provider Name:** 

Adams County

**Contract Name:** 

A-LIFT Community Transit

Contract Number:

EX15017

	Current	New
	FY 16	FY 16
Grant Amount:	\$439,802.00	\$331,802.00
Cash match:	\$70,900.00	\$36,866.89
In-Kind match:	\$0.00	
Per Unit		
Reimbursement		
Rate:	\$18.90	\$18.90
Program Income	\$8,837.00	\$8,837.00
Unduplicated Client		
Count:		
640	640	482

# Scope/Units:

County	Transportation 22,387	
Adams		
Arapahoe	736	
Broomfield	147	
Total Units:	23,270	

Information &	
Assistance Units:	491
Outreach Units:	196

Trans	portation
	16,925
	526
	105
	17,556

368
147

#### **OPTION LETTER #2**

THIS OPTION LETTER is made and entered into this \_\_\_\_\_ day of \_\_\_Septembov, 20\_\_\to by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit

Original Contract Date: 7/1/15

Contract Number: EX15017 Project Number: 624016

Contractor Address: 7190 Colorado Blvd., Commerce City, CO 80022

Term End Date June 30, 2016

Funding levels and updated Scope/units for the fiscal year (noted as *New* FY16) are provided in the attached AAA Supplemental Contract Information, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

DENVER REGIONAL COUNCIL
OF GOVERNMENTS

ADAMS COUNTY

Jennifer Schaufele

**Executive Director** 

ATTEST:

Bv:

ATTEST:

Roxie Ronsen

Administrative Officer

APPROVED AS TO FORM
COUNTY ATTORNEY

#### **OPTION LETTER #4**

THIS OPTION LETTER is made and entered into this \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, by and between Denver Regional Council of Governments ("DRCOG") and Adams County (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the 'Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: A-Lift Community Transit

Original Contract Date: 7/1/15

Contract Number: EX15017 Project Number: 624017

Contractor Address: 7190 Colorado Blvd., Commerce City, CO 80022

Ferm End Date June 30, 2017

Jpdated funding levels and scope/units are provided in the attached AAA Supplemental Contract nformation, which by reference is made a part of the original contract.

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the lay and year first above set forth.

DENVER REGIONAL COUNCIL
OF GOVERNMENTS

By: Douglas W. Rex

Acting Executive Director

ADAMS COUNTY

By:

TTEST:

ATTEST:

Roxie Ronse

Administrative Officer

y: (+1(1) 11 11)

APPROVED AS TO FORM
COUNTY ATTORNEY

# AAA Supplemental Contract Information

Provider Name: Adams County Human Services

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

	Current FY 17	Revised FY17	Revised FY 17	New FY 17 Total
Grant Amount:	\$439,802.00	\$276,609.00	\$63,193.00	\$339,802.00
Cash match:	\$70,900.00	\$99,077.88	\$5,716.20	\$104,794.08
In-Kind match:	\$0.00	\$0.00	\$0.00	\$0.00
Per Unit				
Reimbursement				
Rate:	\$18.90	\$18.90	\$23.40	\$18.90/\$23.40
Program Income	\$8,837.00	\$3,953.23	\$639.64	\$4,592.87
Unduplicated				
Client Count:	640	492	148	640

County	Transportation	
Adams	22,387	
Arapahoe	736	
Broomfield	147	
Total Units:	23,270	

Scope/Units:

Trans	sportation
	14,636
	14,636

Trans	portation
	2,701
	2,701
	-,,

Transportation	
17,337	
0	
0	1
17,337	

Information &	
Assistance Units:	491
Outreach Units:	196

2,188
642

398
110

	2,586
1	752

# **OPTION LETTER #5**

(the "C	THIS OPTION LETTER is made and entered into this day of, 0 by and between Denver Regional Council of Governments ("DRCOG") and Adams County he "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the Contract").		
ackno	NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:		
Contra	act Name: A-Lift Community Transit		
Origin	al Contract Date: 7/1/15		
Contra	Contract Number: EX15017 Project Number: 624017		
Contra	actor Address: 7190 Colorado Blvd., Com	nmerce City, CO 80022	
Term	End Date June 30, 2017		
	ed funding levels and scope/units are pronation, which by reference is made a part	ovided in the attached AAA Supplemental Contract of the original contract.	
day aı	IN WITNESS WHEREOF, DRCOG and nd year first above set forth.	Contractor have executed this Option Letter as of the	
	DENVER REGIONAL COUNCIL OF GOVERNMENTS	ADAMS COUNTY	
	Douglas W. Rex Acting Executive Director	By:	
ATTE	ST:	ATTEST:	
	Roxie Ronsen Administrative Officer	By:	

# **AAA Supplemental Contract Information**

**Provider Name:** Adams County Human Services

**Contract Name:** A-LIFT Community Transit

**Contract Number:** EX15017

	Current	Revised	
	FY 17	FY 17 Total	
Grant Amount:	\$439,802.00	\$325,352.00	
Cash match:	\$70,900.00	\$81,915.88	
In-Kind match:	\$0.00	\$0.00	
Per Unit Reimbursement			
Rate:	\$18.90	\$18.90	
Program Income	\$8,837.00	\$6,222.81	
Unduplicated Client Count:	640	439	

County	Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23.270

Scope/Units:

Information &	
<b>Assistance Units:</b>	491
Outreach Unite:	196

Transportation	
	17,215
	0
	0
	17,215
	0 17,215

2,355
636



#### PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 25, 2017
<b>SUBJECT:</b> Adams County Head Start Year Three of Five Continuation Grant application for 2017-2018
FROM: Chris Kline, Director of Human Services Departmen
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD:   YES   NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution approving the Adams County Head Start Year Three of Five Continuation Grant application for 2017-2018

#### **BACKGROUND:**

Adams County Head Start (ACHS) is submitting a Year Three of Five Continuation Grant application for November 1, 2017 - October 31, 2018. The Grant amount is \$4,016,426.00. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families (ACF). This grant requires Adams County Head Start to provide a 20% match of in-kind totaling \$1,004,106.50 which will be obtained through volunteer time, state and private funding, and donated goods and services. The total amount is \$5,020,532.50. The grant application is due to the Administration for Children and Families on July 28, 2017.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

U.S. Department of Health and Human Services

#### **ATTACHED DOCUMENTS:**

Resolution attached Head Start Year 3 of 5 Letter

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal section below.	cal impact, ple	ease fully com	plete the
<b>Fund:</b> 31			
Cost Center: 935118			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	5230		\$4,016,426
Additional Revenue not included in Current Budget:			
Total Revenues:			\$4,016,426
	•	•	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7000.9999		\$4,016,426
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$4,016,426
		•	
New FTEs requested: YES NO			

 $\boxtimes$  NO

**☐** YES

**Additional Note:** 

**Future Amendment Needed:** 

Revised 06/2016 Page 2 of 2

# RESOLUTION APPROVING THE ADAMS COUNTY HEAD START YEAR THREE OF FIVE CONTINUATION GRANT APPLICATION FOR 2017 - 2018

WHEREAS, Adams County has a five year federal grant from the U. S. Department of Health and Human Services, Administration for Children and Families ("ACF") for the Adams County Head Start Program; and,

WHEREAS, by means of the attached application Adams County Head Start wishes to apply for the Year Three of Five Continuation Grant; and,

WHEREAS, the funds are being made available through ACF to Head Start programs.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Adams County Head Start Year Three of Five Continuation Grant application be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said application on behalf of Adams County.

#### Human Services Department Head Start

www.adcogov.org



7111 East 56th Avenue Commerce City, CO 80022 PHONE 303.286.4141 FAX 303.286.4130

July 25, 2017

Cheryl Lutz
Office of Head Start, Region VIII
Administration for Children & Families
999 18<sup>th</sup> Street, South Terrace, Ste 499
Denver, CO 80202

Re: Approval of Adams County Head Start U.S. Department of Health & Human Services Year Three of Five Continuation Grant application for 2017-2018

(November 1, 2017 – October 31, 2018); 08CH010252

Dear Ms. Lutz:

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of ACHS, I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start Year Three of Five Continuation Grant application for 2017-2018 (November 1, 2017 – October 31, 2018).

Sincerely,

Eva J. Henry, Chair Board of County Commissioners



#### PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: July 25, 2017								
SUBJECT: Ballot Printing and Mailing Services								
FROM: Raymond H. Gonzales, Interim County Manager Patti Duncan, Interim Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager								
HEARD AT STUDY SESSION ON								
AUTHORIZATION TO MOVE FORWARD:   YES   NO								
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a proposal award to K&H Election Services for ballot printing services for the Adams County Elections Department.								

#### **BACKGROUND**:

As part of their responsibility to conduct federal, state and county elections, the Adams County Elections Department is required to administer a mail in and early voting processes. On May 19, 2017, a Request for Proposal (RFP) was posted to the Rocky Mountain Electronic Purchasing System (RMEPS) seeking a qualified Contractor to provide ballot, envelope, secrecy sleeve printing, and mailing services to fulfill this requirement for the 2017 Coordinated Mail Ballot Election in November. The proposal deadline closed on June 8, 2017 with four proposals being submitted. After the evaluation process was completed, K&H Election Services received the highest average score. Proposals were evaluated on the following criteria:

- Ability to meet Ballot Specifications
- Response to the RFP Scope of Work
- Contractor's response to the questions
- Previous ballot printing experience
- Compliance with completion schedule
- Pricing

During the evaluation process, the committee highlighted the following qualities in K&H's RFP response:

- Familiarity with mail ballot elections and assembling mail ballot packets.
- Superior Quality Assurance system using barcodes and software verification at every step of printing, insertion, and ink-jetting.
- Competitive market pricing.

Revised 06/2016 Page 1 of 2

• Positive references from several very large counties in California and Washington State.

It is the recommendation of the Elections Department that the RFP award for Ballot Printing and Mailing Services be made to K&H Election Services at the estimated amount of \$220,000.

# **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Clerk and Recorder's Office	, Elections	Department
-----------------------------	-------------	------------

cioni uno riccoruci s cirros, Erecus	ns 2 opunumum	•			
<b>ATTACHED DOCUMENTS:</b>					
Resolution Evaluation Summary Sheet					
<b>FISCAL IMPACT:</b>					
Please check if there is no fiscal in section below.	mpact . If	there is fisc	al impact, plo	ease fully com	plete the
Fund: 1					
Cost Center: 1022					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
<b>Total Revenues:</b>					
		F			
			Object Account	Subledger	Amount
Current Budgeted Operating Expend			8025	10221701	\$220,000.00
Add'l Operating Expenditure not incl		nt Budget:			
Current Budgeted Capital Expenditur		- 1			
Add'l Capital Expenditure not includ	ed in Current I	Budget:			ф <b>22</b> 0,000,00
<b>Total Expenditures:</b>					\$220,000.00
New FTEs requested:	YES	⊠ NO			
<b>Future Amendment Needed:</b>	☐ YES	⊠ NO			

#### **Additional Note:**

The total expenditure for Ballot Printing cannot be determined until completion of the 2017 Election. A preliminary estimate for the required materials and services provided by K&H Election Services for the 2017 Election is \$220,000.00.

Revised 06/2016 Page 2 of 2

# BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION ACCEPTING A PROPOSAL AND AWARDING AN AGREEMENT TO K&H ELECTION SERVICES FOR BALLOT PRINTING AND MAILING SERVICES

WHEREAS, on June 8, 2017, K&H Election Services submitted a proposal for RFP 2017.136 to provide ballot, envelope and secrecy sleeve printing and mailing services for the Elections Department of the Clerk & Recorder's Office; and,

WHEREAS, K&H Election Services submitted a responsive, responsible, and best value proposal; and,

WHEREAS, K&H Election Services, agrees to provide services relevant to the specific services at the pricing contained in the proposal.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the award be made to K&H Election Services to provide Ballot Printing and Mailing Services.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with K&H Election Services after negotiation and approval as to form is completed by the County Attorney's Office.

# RFP # 2017.136 - BALLOT PRINTING SERVICES EVALUATION SUMMARY SHEET

CONTRACTOR: INTEGRATED VOTING SOLUTIONS  Cost:													
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COMMENTS			
BALLOT SPECS	20	15	15	20	5				55				
EXPERIENCE	30	20	20	17	20				77				
COMPLETION SCHEDULE	15	15	10	15	10				50				
QUESTION ANSWERS	10	0	2	7	0				9				
AVG COST PER BALLOT	25	23	23	23	23				90				
TOTALS:	100	73	70	82	58	0	0	0	281				

TOTA	L SCORE		281		TOTAL AVG. SCORE:			0.3		
CONTRACTOR: PRO VOT	E SOLUTI	ONS						Cost:	0.691	
CATECODY (	Total						<i>a</i> .	mn a o b v		

CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COMMENTS
BALLOT SPECS	20	10	10	13	10				43	
EXPERIENCE	30	22	20	20	10				72	
COMPLETION SCHEDULE	15	5	10	15	10				40	
QUESTION ANSWERS	10	9	8	8	8				33	
AVG COST PER BALLOT	25	25	25	25	25				100	
TOTALS:	100	71	73	81	63	0	0	0	288	

TOTAL SCORE:	288	TOTAL AVG. SCORE: 71.9

CONTRACTOR: RUNBEC		Cost:	0.75							
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COMMENTS
BALLOT SPECS	20	16	15	20	15				66	
EXPERIENCE	30	25	20	20	25				90	
COMPLETION SCHEDULE	15	5	10	15	15				45	
QUESTION ANSWERS	10	10	8	9	8				35	
AVG COST PER BALLOT	25	23	23	23	23				92	
TOTALS:	100	79	76	87	86	0	0	0	328	

328

362

TOTAL SCORE:

TOTAL SCORE:

TOTAL AVG. SCORE:

TOTAL AVG. SCORE:

82

90.5

CONTRACTOR: K&H ELF		Cost:	0.689							
CATEGORY: (project specific)	Total Available Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4				CATEGORY TOTALS	COMMENTS
BALLOT SPECS	20	18	15	18	15				66	
EXPERIENCE	30	26	20	25	30				101	
COMPLETION SCHEDULE	15	15	12	15	15				57	
QUESTION ANSWERS	10	10	10	10	8				38	
AVG COST PER BALLOT	25	25	25	25	25				100	
TOTALS:	100	94	82	93	93	0	0	0	362	