

**SAN JUAN COUNTY, COLORADO BOARD OF COMMISSIONERS
TOWN OF SILVERTON BOARD OF TRUSTEES
MEETING AGENDA**

October 25, 2023

CALL TO ORDER: 6:30 P.M.

BOCC Meeting Minutes for October 9, 2023

APPOINTMENTS:

6:35 P.M. San Juan National Forest Columbine Ranger District - Nicholas Glidden, District Ranger and Charley Morgan, District Recreation Staff Officer

7:00 P.M. Public Hearing – Resolution 2023-10 Allowing Permit Issuance for Vehicle Overweight, Oversize and Special Transportation Travel On County Roads, And Regulating Certain Repetitive Hauling

7:30 P.M. Convene Board of Health

Public Hearing – On-Site Wastewater Treatment System Regulations

8:00 P.M. Intergovernmental Agreement for the Provision of Public Health Services Between La Plata County and San Juan County

CORRESPONDENCE:

NEW BUSINESS:

Sales Tax Update

Public Comment

Commissioner and Staff Reports

Other

Adjourn

Times listed above are approximate.

Discussion of an agenda item may occur before or after the assigned time.

Next Regular Meeting – November 8, 2023 8:30 A.M.

Join Zoom Meeting

<https://zoom.us/j/92136473203>

By Telephone: Dial 1 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

Meeting ID: 921 3647 3203

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MONDAY, OCTOBER 9, 2023
AT 6:30 P.M.

Call to Order: The meeting was called to order by Chairman Austin Lashley. Present were Commissioners Scott Fetchenhier and Pete Maisel and Administrator William Tookey.

Payment of Bills: Commissioner Fetchenhier moved to authorize payment of the warrants as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

Minutes: Commissioner Maisel moved to approve the minutes of September 27, 2023 as presented. Commissioner Fetchenhier seconded the motion. The motion passed unanimously.

Martha Johnson also provided a monthly update of the Social Services Office. Commissioner Fetchenhier moved to approve Transmittal #8 in the amount of \$7481.38 as presented. Commissioner Maisel seconded the motion. The motion passed unanimously.

An application for a Liquor License renewal for the Columbine Roadhouse was presented to the Commissioners for their consideration. Commissioner Fetchenhier moved to approve the Liquor License application as submitted. Commissioner Maisel seconded the motion. The motion passed unanimously.

The Treasurer's monthly report was presented to the Commissioners for their review.

Having no further business, the meeting was adjourned at 7:46 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk



San Juan Mountains Association

EXPLORE ♦ LEARN ♦ PROTECT

San Juan County Data 2023*	Public Contacts	Trash removed (in lbs.)	Trees cleared	Drains Cleaned	Volunteer Hours
Molas Snow Ambassador	457				
Molas Snow Volunteers	187				90
Ice Lakes - Forest Ambassadors	3,747	72	4	11	
Ice Lakes - Volunteers	9,033				508
Columbine Lake	374	8.5	4	23	
Engineer Mountain (Pass creek)	1,818	53	8	98	
Little Molas	668	24	5	86	
Highland Mary trail	611	14	7	11	
Animas Forks (tabling only)	3,117	51.5	0	0	
Stony Pass (driving & stopping to talk to people)	251	27	0	0	
Andrews Lake (crater lake included) - Forest Ambassadors	424	10.5	3	49	
Andrews Lake Summer Nature Hikes - led by Volunteer Naturalists	236				314
Totals	20,923	260.5	31	278	912

*through October 22, 2023

SAN JUAN COUNTY RESOLUTION NO. 2023-10

A RESOLUTION ALLOWING PERMIT ISSUANCE FOR VEHICLE
OVERWEIGHT, OVERSIZE AND SPECIAL TRANSPORTATION TRAVEL
ON COUNTY ROADS, AND REGULATING CERTAIN REPETITIVE
HAULING

WHEREAS, the San Juan County Board of County Commissioners finds it necessary to monitor and regulate certain commercial activities in order to exercise its authority to preserve the health, safety and welfare of its citizens and to protect the San Juan County road system from damage and undue wear caused by non-typical and high-impact use; and

WHEREAS, pursuant to section 42-4-111, C.R.S., San Juan County is granted the authority through exercise of reasonable police power to regulate streets and highways within its jurisdiction by, among other things, regulating or prohibiting the stopping, standing, or parking of vehicles, regulating traffic by means of police officers or official traffic control devices, designating truck routes and restricting the use of highways, and by adopting such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and

WHEREAS, pursuant to section 42-4-106, C.R.S., San Juan County is granted the authority to regulate streets and highways within its jurisdiction by prohibiting the operation of vehicles upon any such highway or impose restrictions as to the weight of vehicles to be operated upon any such highway, for a total period of not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow, or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, or prohibit the operation of trucks or commercial vehicles on designated highways, or may impose limitations as to the weight thereof, which prohibitions and limitations shall be designated by appropriate signs placed on such highways, or close totally or limit travel to over-snow only on roads snow covered or expected to be snow-covered; and

WHEREAS, by Ordinance 2022-1, San Juan County has adopted the 2020 Colorado Model Traffic Code (“MTC”); and

WHEREAS, Part 5 of the MTC contains State regulation for maximum size and weight of vehicles allowable on all roads; and

WHEREAS, pursuant to MTC §§510 and 511, San Juan County is authorized to adopt local regulation for issuing or withholding permits for vehicles which exceed the size and weight limitations established by statute, and if such permit is issued, to limit the number of trips, or to establish seasonal or other time limitations within which vehicles may be operated on the County roads indicated or otherwise to limit or prescribe conditions of operation of such vehicles when necessary to protect the safety of highway users, to protect the efficient movement of traffic from unreasonable interference, or to protect the County roads from undue damage to the road foundations, surface, or structures and may require such undertaking or other security as may be deemed necessary to compensate for any injury to any highway or highway structure; and

WHEREAS, MTC §510 provides an optional comprehensive regulation process for the issuance or withholding of said oversize and overweight permits by Counties; and

WHEREAS, MTC §512 and section 42-4-512, C.R.S., provides that no person shall drive, operate, or move upon or over any highway or highway structure any vehicles, object, or contrivance in such a manner so as to cause damage to said highway or highway structure, and such person shall be liable for any such damage caused regardless of the weight or size of the vehicle and whether or not the person has obtained a permit authorizing the activity causing the damage. Every person violating the provisions of, shall be liable for all damage, which said highway or highway structure may sustain as a result of such usage or activity. Whenever the driver of such vehicle, object, or contrivance is not the owner of same but is operating, driving, or moving such vehicle, object, or contrivance with the express or implied consent of the owner, then the owner or driver shall be jointly and severally liable for any such damage; and

WHEREAS, pursuant to section 43-2-111, C.R.S., the Board of County Commissioners is responsible for the construction and maintenance of the County Road system. The County Road Supervisor is legally vested with the power to prevent damage to County roads from ditch overflows, insufficient or unsafe conduits, flumes, or ditches crossing such roads, the removal or disposition of any material injurious to such roads, unsafe railway or tramway crossings or any other cause which may arise and which comes under the jurisdiction of the Board of County Commissioners; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of San Juan County as follows:

A. SCOPE

1. This Resolution applies to all roads included on the County Road system within the boundaries of San Juan County. By this Resolution:

(i) San Juan County hereby adopts as County regulation all provisions contained within MTC §510, together with the additional provisions as set forth herein (Oversize/Overweight Regulation); and

(ii) San Juan County requires and allows for the issuance of permits by San Juan County for the operation of any repetitive hauling project or hauling job(s) cumulatively estimated to be in excess of 2,000,000 pounds within a 12-month period, beginning with the date of permit approval (Repetitive Hauling Regulation).

2. The following activities are specifically exempt from application of the Repetitive Hauling Regulation: (i) activities already specifically addressed and approved through the approval and issuance of a permit issued by the County through other permitting processes, or through other agreements, including an IGA with other governmental entities; and (ii) regular commercial route hauling, such as garbage/refuse hauling and commercial carrier services.

3. In the event that subcontractor haulers are utilized for any activities subject to this Regulation, both the contractor and subcontractor haulers shall be subject to all penalties, damages and enforcement procedures provided for herein or otherwise by law.

B. APPLICATION/PERMIT

1. Any person, prior to conducting any activities subject to this Regulation, shall comply with the process and restrictions as set forth in MTC §510 and herein. Subject activities may be commenced only upon written approval of the Board of County Commissioners and/or that of the County Road Supervisor or his designated representative through the issuance of a permit. For repetitive hauling exceeding a 12-month period, permits shall be required for each subsequent 12-month period.
2. An application for permit shall be submitted on forms issued by the County, which shall include acknowledgments of liability for road damage caused by subject activity. The applicant, in addition to information required by MTC §510, may be required to submit information deemed warranted by the County, including without limitation:
 - a. Log-books for each vehicle to be provided quarterly following issuance of permit
 - b. VIN for each vehicle to be used
 - c. Requested routes
 - d. Anticipated number of total hauls
 - e. Anticipated total weight per haul
 - f. Anticipated commencement and completion dates
 - g. Hours of hauling
 - h. Insurance information
 - i. Vehicle maintenance and inspection schedule and process
 - j. Operator licensing requirements
3. The anticipated permit costs shall be included with the initial submittal. If such permit costs are undetermined at the time of submittal, said costs shall be paid upon determination by the County, prior to issuance of the permit.

C. PERMIT ISSUANCE/CONDITIONS

1. The decision to issue, issue with conditions, or deny any permit or permit renewal shall be made based upon good cause, including after considering information received and giving due consideration to safety, and preservation of the County Road system. Any administrative decision may be appealed to the Board of County Commissioners. A hearing on the matter shall be held within 45 days of the request for appeal.
2. Each subject activity shall be considered a separate action, and each may require bonding or the posting of other acceptable security according to the nature and scope of activity and to the satisfaction of the Board of County Commissioners and/or the County Road Supervisor. The amount of bonding or other security shall be in amounts reasonably calculated to adequately cover all reasonably foreseeable damages as determined by the County Road Supervisor in accordance with the provisions of this Resolution.
3. Special conditions may be attached to the approved permit with said conditions becoming an integral part of the permit. Special conditions may include but are not limited to: hours and days of operation, dust control, designation of routes, speed limits, traffic control requirements, seasonal restrictions, route designations, rerouting, operator licensing, vehicle inspections, and any other

conditions deemed necessary by the County Road Supervisor or his designated representative. No hauling or any other activity will be allowed when road conditions, weather conditions or visibility make traveling hazardous to the operator or the traveling public. It shall be the permit holder's responsibility to discuss any questionable road conditions, weather, or other unusual conditions with the County Road Supervisor as such conditions arise.

D. DAMAGES

1. No person shall drive, operate or move upon or over any County road, highway or bridge any vehicle, object or contrivance in such manner so as to cause damage to such road, highway or bridge. When the damage sustained to such road, highway or bridge is the result of the operating, driving or moving of such vehicle, object or contrivance which was subject to this Resolution, it shall be no defense to any action, either civil or criminal, brought against such person that the subject activity was authorized by permit.

2. Every person violating the provisions of subsection (1) of this section shall be liable for all damages which such road, highway or bridge may sustain as a result thereof. Whenever the driver of such vehicle, object or contrivance is not the owner thereof, but is operating, driving or moving such vehicle, object or contrivance with the express or implied consent of the owner thereof, then such owner or driver shall be jointly and severally liable for any such damage. The liability for damage sustained by any such road, highway or bridge may be enforced by a civil action. No satisfaction of such civil liability, however, shall be deemed to be a release or satisfaction of any criminal liability. All repair work will be performed by County personnel within and upon a damaged area, without agreement otherwise.

3. In the event a permit is issued, the County makes no guarantee that the approved haul route will be adequate, and the applicant assumes responsibility for all necessary improvements as well as continued costs of repair for the duration of hauling.

E. PERMIT COSTS

The following permit costs shall apply:

1. **Oversize/Overweight Regulation:** Subject to the maximum permit costs as set forth in MTC §510, as may be amended. Permits for structural, oversize, or overweight moves requiring extraordinary action or moves involving weight in excess of 200,000 pounds shall be a maximum of \$400.00, with the actual fee not to exceed the actual cost to the County. Each mobilization and each demobilization shall be considered separate moves.

2. **Repetitive Hauling Regulation:** To be set and periodically revised by the Board of County Commissioners in order to reflect actual administrative costs. The permit fee shall be in addition to a requirement for a bond or road improvement/repair costs when applicable.

F. PENALTIES/ENFORCEMENT

1. **Oversize/Overweight Regulation.** Violation of the provisions of this Resolution shall be classified and subject to the penalties and procedures as applicable in the MTC.

2. Repetitive Hauling Regulation. Violation of the provisions of this Resolution shall be considered a class B traffic infraction with a fine of \$100.00. The penalty assessment procedures contained within the MTC shall apply, including those contained within §1701.

3. The remedies contained herein shall be cumulative. The County may seek other remedies provided for by law or equity in enforcement of this Resolution, including, but not limited to recovery of actual damages, and an injunction or other equitable relief in any court of competent jurisdiction to stop or prevent any violation.

G. MISCELLANEOUS

1. Each permit issued shall be carried in the vehicle to which it refers and shall be open to inspection by any law enforcement personnel or authorized agent of the County at all times. By applying for said permit, each applicant hereby consents to vehicle stops for such inspection.

2. Should a court of competent jurisdiction find and declare that any specific provision or provisions of this Resolution are illegal, unconstitutional, or otherwise legally unenforceable, that specific provision or provisions shall be deemed to be severable from the remaining provisions of this Resolution, which shall remain in full force and effect.

3. The County, with regard to a permit, may after a hearing, revoke, suspend, refuse to renew, or refuse to issue any permit authorized by this Resolution, upon a finding that the applicant has violated the provisions of this Resolution, the permit, relevant provisions of the MTC or any procedures or rules promulgated pursuant to this Resolution. The County may suspend routes periodically based upon changes in road conditions, ongoing damages, special events, or otherwise for the preservation of roads or safety of the public.

H. RESOLUTION ADOPTION

1. A properly noticed public hearing as required by MTC §511 prior to adoption took place on October 25, 2023 at a regular Board of County Commissioners meeting. The public notice provisions were complied with by publication in the *Silverton Standard* on October 5, 2023.

2. This Resolution is designed to regulate potentially dangerous activity upon roads within the County and to preserve the condition of County roads. The immediate adoption and effective date upon adoption is necessary for the immediate preservation of public health or safety.

ADOPTED this 25th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF
SAN JUAN COUNTY, COLORADO

Austin Lashley, Chairman

Attest:

Scott Fetchenhier

Ladonna Jaramillo, Clerk and Recorder

Pete Maisel

PUBLIC HEARING

Notice is hereby given to the members of the general public and including motor vehicle owners and operators to be affected that the San Juan County Colorado Board of County Commissioners will hold a Public Hearing at the San Juan County Courthouse, 1557 Greene St., Silverton, CO, at 7:00 PM on Wednesday, October 25, 2023 in person and via Zoom to receive public comments on Proposed Resolution 2023-10 Allowing Permit Issuance For Vehicle Overweight, Oversize And Special Transportation Travel On County Roads, And Regulating Certain Repetitive Hauling.

The proposed Resolution 2023-10 may be viewed in the County Clerk's Office

NOTICE is further given that all persons may present oral/written testimony regarding this Application prior to/during the Public Hearing. Comments may be sent by email to admin@sanjuancolorado.us, by mail to San Juan County, PO Box 466, Silverton CO 81433, or hand-delivered to the County Courthouse. Interested persons may contact the County Administrator at 970-387-5766 with any questions or comments about the Application.

Join Zoom Meeting

<https://zoom.us/j/92136473203>

by Phone - 1 669 900 6833

Meeting ID: 921 3647 3203

Published in the Silverton Standard & Miner: October 5, 2023



October 18, 2023

Dennis Golbricht, County Attorney
San Juan County
1099 Main St., Suite 304
Durango, CO 81302

Subject: Pre-Local Adoption Review of Proposed Regulation - Acceptance
On-site Wastewater Treatment System Regulations
San Juan County

Dear Mr. Golbricht:

The Water Quality Control Division (Division) has received and reviewed the proposed revisions to the San Juan County On-site Wastewater Treatment System Regulations (local regulation), received by the Division on September 13, 2023. The Division's review of this document was conducted pursuant to section 43.4(A)(2)(a) of the On-site Wastewater Treatment System Regulation 5 CCR 1002-43 (Regulation 43).

The Division found no inconsistencies or conflicts in the proposed revisions to the local regulation with regard to the On-site Wastewater Treatment Systems Act (Act) Article 10 of Title 25, C.R.S. or Regulation 43. The Division has no objections to the local regulation on that basis.

Please note that Section 43.4(A)(3)(e) of Regulation 43 requires local regulations to be transmitted to the Division no later than five days after final adoption and become effective 45 days after final adoption unless the Division notifies the local board of health before the forty-fifth day that the local regulations or any portions of the local regulations are not as stringent as the OWTS Act or Regulation 43. Only after the Division has determined that the local board of health's revised regulations comply with the OWTS Act and Regulation 43 may the local board of health's revised regulations take effect and be published [Section 43.4(A)(3)(e)].

If you have any questions regarding the Division's review or findings, please contact me at (303) 692-2366 or chuck.cousino@state.co.us.

Sincerely,

Charles Cousino

Digitally signed by Charles
Cousino
Date: 2023.10.18 15:47:16 -06'00'

Charles J. Cousino, REHS
On-site Wastewater Treatment System Coordinator
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment



SAN JUAN COUNTY PUBLIC HEALTH ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS 2024

1. Title and Authority

These requirements will be known as the "San Juan County Public Health (SJCPH) On-site Wastewater Treatment Systems Regulations 2024."

These requirements have been adopted by the San Juan County Public Health Board of Health (SJCBOH or "Board of Health") pursuant to and under authority contained in the On-site Wastewater Treatment System Act, 25-10-101, *et seq.* C.R.S. ("OWTS Act").

Unless otherwise partially or fully designated to a different entity, the Board of Health designates San Juan County Public Health (SJCPH) to implement these Regulations on behalf of the Board of Health. In the event of a partial or full designation to an entity other than SJCPH, said designation shall be effectuated through the execution of an IGA or MOU, setting forth, *inter alia*, the scope of the designation. In the event of a partial designation, SJCPH shall take any implementation action beyond the scope otherwise delegated to another entity.

2. Scope and Purpose

A. Declaration

1. This regulation applies to On-site Wastewater Treatment Systems (OWTS) as defined in section 25-10-103(12), C.R.S.

B. Purpose

1. The purpose of these Regulations is to establish the minimum standards for the location, design, construction, performance, installation, alteration and use of OWTS with a design capacity equal to or less than 2,000 gallons per day within the Jurisdiction defined below.

C. Jurisdiction

1. These Regulations apply to all OWTS in the unincorporated areas of San Juan County and over all municipal corporations within the territorial limits of San Juan County, Colorado.

D. Prohibition of OWTS Where Public Sewer Service is Available and Feasible

1. An OWTS permit must not be issued to any person when the subject property is located within a municipality or special district that provides public sewer service, except where such sewer service to the property is not feasible according to the determination of the municipality or special district, or the permit is otherwise authorized by the municipality or special district. [43.4(B)(11)]

E. Severability

1. Should any section, clause, or provision of these Regulations be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of these Regulations as a whole, or any part thereof other than the part declared to be invalid.

F. Access to Site [43.4(D)]

1. For the purpose of inspecting and enforcing applicable regulations and the terms and conditions of any permit issued and responding to complaints, SJCPH and SJCPH may enter upon private property at reasonable times and upon reasonable notice for the purpose of determining whether or not an operating OWTS is functioning in compliance with the OWTS Act and applicable regulations adopted pursuant thereto and the terms and conditions of any permit issued and to inspect and conduct tests in evaluating any permit application.
2. The owner or occupant of every property having an OWTS must permit SJCPH and SJCPH access to the property to make inspections, conduct required tests, take samples, and monitor compliance.

G. Enforcement [43.4(P) and 43.4(Q)]

1. SJCPH may issue an order to cease and desist from the use of any OWTS or sewage treatment works which is found by the Public Health Director or Interim Public Health Director not to be functioning in compliance with the OWTS Act or with applicable regulations or is found to constitute a hazard to public health, or has not otherwise received timely repairs, as provided for in Section 43.4(P) of Regulation 43. Such an order may be issued only after a hearing which shall be conducted by the health officer not less than 48 hours after written notice thereof is given to the owner or occupant of the property on which the system is located. The order shall require that the owner or occupant bring the system into compliance or eliminate the health hazard within thirty days, or thereafter cease and desist from the use of the system. A cease and desist order issued by the health officer shall be reviewable in the district court for the county wherein the system is located and upon a petition filed not more than ten days after the order was issued.
2. The Board of Health may issue penalties for violations as provided for in Section 43.4(Q) of Regulation 43.

3. Incorporation of Regulation 43

A. Included By Reference

1. The requirements of the Colorado Water Quality Control Commission's "On-site Wastewater Treatment System Regulation, Regulation 43, 5 CCR 1002-43, Effective date, April, 30, 2018" (hereafter, "Regulation 43"), as amended, are made a part of these Regulations and will apply except where identified as an option of the local public health agency or where these regulations are more stringent than Regulation 43. All aspects of an On-site Wastewater Treatment System including, but not limited to, permits, design, performance, location, construction, alteration, inspection, maintenance and use must be as provided in Regulation 43 and any additional requirements contained in these Regulations.
2. Allowable local options identified in Regulation 43 and the designated decisions for these Regulations are identified in the attached "Appendix A to OWTS Regulations for San Juan County Public Health." Appendix A is made a part of these Regulations.

4. Permits and Fees

A. Permits [43.4(B)]

1. Prior to installing, altering, expanding or repairing an OWTS, the applicant must obtain a permit from SJCPH.
2. The permit application shall be on forms acceptable to SJCPH, and shall include information identified in section 43.4(B)(3) of Regulation 43. The following additional information shall be provided, unless waived in writing by SJCPH:
 - a. County parcel number.
 - b. Number of dwellings and bedrooms served by the OWTS.
 - c. Type of water supply.
 - d. Owner's signature.
 - e. Contact information for owner or designated agent.
3. An OWTS permit expires one year after the date of issuance if construction has not commenced. After expiration, a new application must be required to begin construction. Failure to complete installation of an authorized OWTS within two years of permit issuance shall render the permit void, unless extended in writing by SJCPH.
4. Any change in plans or specifications of the OWTS after the permit has been issued invalidates the permit unless the permittee receives written approval from SJCPH of the

proposed changes or specifications. After a permit is invalidated, a new application and subsequent permit is required to begin or complete construction.

5. Repair permits must identify a reasonable period of time in which the owner must make repairs prior to expiration of the permit.
6. Application for a product development permit may be approved by the Board of Health consistent with requirements of section 43.4(l) of Regulation 43.

B. Board of Health Review [43.4(B)(9)]

1. When an application is denied by SJCPH, an applicant may appeal the denial to the Board of Health.
2. The appeal shall be made to the Board of Health within 30 days after denial of an OWTS permit application by SJCPH.
3. The applicant's appeal shall include a written statement explaining the basis of the appeal. The burden of proof is on the applicant to demonstrate that SJCPH's denial of a permit was both arbitrary and capricious and not in accordance with these Regulations.
4. The appeal shall be accompanied by all required appeal fees.
5. The appeal shall be heard by the Board of Health at the next available agenda following an adequate notice period.
6. After hearing the appeal, the Board of Health will issue its written opinion concerning the appeal which shall include the following:
 - a. Findings of the Board of Health.
 - b. Facts upon which the findings were based.
 - c. Reference to laws or regulations upon which the Board of Health decision was based.

C. Fees [43.4(B)(4)]

1. Permit fees and fees for other services and tests associated with OWTS will be set by the Board of Health, in conformance with section 43.4(B)(4) and (5) of Regulation 43 and 25-10-107, C.R.S.
2. Waiver of fees [43.4(B)(4)(c):
 - a. The Board of Health may adopt a procedure for waiving permit fees and fees for other services and tests associated with OWTS for cases of financial hardship.

D. Surcharge [43.4(B)(5)]

1. A surcharge of \$23.00 will be collected for each permit issued by SJCPH. Of that fee, SJCPH will retain three dollars to cover administrative costs and twenty dollars must be transmitted to the Colorado Department of Public Health for use in funding the State's OWTS program.

5. Inspections [43.4(E)]

A. Septic Tank [43.9(B)(3)(c)], Soil Treatment Area and Related Components [43.4(F)(3)]

1. The applicant, their agent, a licensed System Contractor or Professional Engineer must notify SJCPH at least two business days prior to the requested time of inspection so SJCPH can conduct a field inspection of the septic tank, the soil treatment area and all related components of the OWTS before backfilling. The septic tank and soil treatment area installation shall be substantially complete prior to the requested inspection. SJCPH may, at its own initiative, perform an inspection at any time during the construction process.
2. Availability of Soil Profile Pit for Inspection

- a. The applicant, their agent, a licensed System Contractor, registered Soil Technician, or Professional Engineer shall notify SJCPH at time of soil profile test pit evaluation as described in section 43.5.D of Regulation 43.
- b. Following the soil profile test pit evaluation and notification to SJCPH, the soil profile pit shall remain unfilled until inspected by SJCPH, unless SJCPH provides notification to applicant, agent, licensed System Contractor, registered Soil Technician, or Professional Engineer that the pit may be filled sooner. The test pit shall be protected from public access as described in section 43.5.E.1 of Regulation 43.

B. Re-Inspection

1. If the field inspection described in 5.A is unsatisfactory or reveals construction errors or deviations from the authorized design or information contained within the permit application, SJCPH shall provide notification of any deficiencies to the Systems Contractor or Owner. SJCPH may, at its discretion, require and perform a re-inspection following notification that the deficiencies have been corrected. If a re-inspection is required, backfilling the OWTS prior to re-inspection is prohibited.

6. Licensing of Systems Contractors and Cleaners and Registration of Competent Technicians

A. Systems Contractors [43.4(K)(1)]

1. No person shall excavate, install, construct, alter, or repair an OWTS unless he/she holds a valid Systems Contractor License issued by SJCPH. Licenses shall expire on December 31st of each year and are subject to an annual renewal. Fees for licensure and renewal shall be set by the Board of Health.
2. Obtaining a License
 - a. All Systems Contractors seeking a license shall be required to attend a designated training course and to demonstrate adequate knowledge of these Regulations, based upon passing a written test or such other means as determined by SJCPH.
 - b. System Contractors renewing a license from the previous year are exempt from the requirement to complete a training course, unless changes to Regulation 43 have occurred.
 - c. System Contractors holding a current license from another local public health agency in Colorado are exempt from the requirement to complete a SJCPH-designated training course but must still obtain a license from SJCPH.
 - d. Applications for Systems Contractors licenses or renewals shall be made on forms acceptable to or provided by SJCPH.
 - e. System Contractors who held a San Juan Basin Public Health license in good standing on December 30, 2023, can obtain a 2024 license from SJCPH without competing an SJCPH-provided training course or passing a written test.
3. Standards of Performance
 - a. The Systems Contractor shall have the authorized OWTS permit in his/her possession at the time construction begins, and at time of SJCPH inspection and re-inspection.
4. Revocation of a Systems Contractor's License
 - a. A Systems Contractor's license may be suspended or revoked by the Board of Health for failure to comply with the OWTS Act or these Regulations. Examples of failure to comply with the OWTS Act or these Regulations include but are not limited to the following:

- (1) Installation, construction, alteration, or repair of an OWTS without an OWTS permit that has been authorized for construction.
 - (2) Failure to obtain approval of an OWTS, via an inspection by SJCPH, prior to backfill.
 - (3) Misrepresentation of facts or data in order to secure an OWTS permit or construction authorization.
 - (4) Failure to notify SJCPH of failed or malfunctioning systems identified within their care or work.
- b. Such a suspension or revocation shall be made only after a hearing before the Board of Health. The Systems Contractor shall be given at least 20 days' written notice of such hearing, via hand delivery or certified mail, return receipt requested. The Systems Contractor may be present with counsel and be heard at the hearing.
 - c. Should the Board of Health hearing result in a decision to suspend or revoke a Systems Contractor's license, such decision, including a listing of violations and any conditions set forth by the Board of Health, shall be forwarded in writing to the Systems Contractor, either by hand delivery or certified mail, return receipt requested.
- B. Systems Cleaners [43.4(K)(3)]
1. No person shall engage in the cleaning of On-Site Wastewater Treatment Systems or the transportation of septage to a disposal site unless he/she holds a valid Systems Cleaner License issued by SJCPH, or is employed by a valid licensed Systems Cleaner. Employees of a valid licensed Systems Cleaner shall not be required to be licensed as individuals. Licenses shall expire on December 31st of each year, and be subject to annual renewal. Fees for licensure and renewal shall be set by the Board of Health.
 2. Obtaining a License
 - a. All Systems Cleaners seeking a license or renewal shall be required to demonstrate adequate knowledge of these Regulations, based upon passing a written test or such other means as determined by SJCPH.
 - b. Obtaining a Systems Cleaner license shall be contingent on an inspection of the System Cleaner's equipment, unless waived by SJCPH staff.
 - c. Applications for Systems Cleaner license or renewal shall be made on forms acceptable to or provided by SJCPH.
 3. Standards of Performance
 - a. The Systems Cleaner, when cleaning a septic tank or other tank, shall remove the liquid, sludge, and scum, leaving no more than three inches of sewage of effluent in the septic tank or other tank.
 - b. The Systems Cleaner shall maintain his/her equipment to ensure that no spillage of septage will occur during transportation of the septage, and that his/her employees are not subjected to undue health hazards.
 - c. The Systems Cleaner shall dispose of the collected septage only at a Domestic Wastewater Treatment Works permitted by the Colorado Water Quality Control Division.
 - d. All Systems Cleaners shall mark the vehicles which transport septage with their business name in 6 inch letters or larger.
 - e. When in the normal course of work, a Systems Cleaner observes damaged or metal septic tanks, cesspools, failed or malfunctioning systems, or sewage being discharged onto the ground or beyond the normal area of confinement, the

Systems Cleaner shall notify the property owner and SJCPH of any such condition within 72 hours.

- f. A Systems Cleaner who performs work on systems known to be failed or malfunctioning must notify SJCPH prior to initiating work.
- g. The Systems Cleaner shall provide to the property owner or their designee a receipt listing the name, address, date, activity(s) performed, septic tank volume, number of chambers in the septic tank, and any system deficiency, malfunction, or broken equipment observed, such as cracks, infiltration, overflows, or non-standard equipment. A copy of this receipt shall be provided to SJCPH, upon request of SJCPH.

4. Revocation of a Systems Cleaner's License

- a. A Systems Cleaner's license may be suspended or revoked by the Board of Health for failure to comply with the OWTS Act, Regulation 43, or these Regulations. Examples of failure to comply with the OWTS Act or these Regulations, include but are not limited to, the following:
 - (1) Failure to maintain his/her equipment.
 - (2) Allowing spillage of septage to occur during transportation of septage.
 - (3) Subjecting his/her employees to undue health hazards.
 - (4) Disposing of septage at a site or location other than a Domestic Wastewater Treatment Works permitted by the Colorado Water Quality Control Division.
 - (5) Failure to notify SJCPH of failed or malfunctioning systems identified within their care or work.
- b. Such a suspension or revocation shall be made only after a hearing before the Board of Health. The Systems Cleaner shall be given at least 20 days' written notice of such hearing, via certified mail or hand delivery. The Systems Cleaner may be present with counsel and be heard at the hearing.
- c. Should the Board of Health hearing result in a decision to suspend a System Cleaner's license, such decision, including a listing of violations and any conditions set forth by the Board of Health, shall be forwarded in writing to the Systems Cleaner, either by hand delivery or certified mail, return receipt requested.

C. Competent Technicians

- 1. SJCPH will only accept Site and Soil Evaluations from Competent Technicians registered with SJCPH. Fees for registration shall be set by the Board of Health.
- 2. Persons wishing to register as Competent Technicians shall submit their qualifications to SJCPH. SJCPH shall register those technicians whose qualifications match the competence requirements specified in Section 43.5(l) of Regulation 43.
 - a. Submission of qualifications may occur prior to or concurrently with submission of a Site and Soil Evaluation.
- 3. Registration as a Competent Technician shall not expire, but may be suspended or revoked by SJCPH. Registered Competent Technicians are required to notify SJCPH of any changes in qualifications and changes to address, phone number, or email.
 - a. The technician shall be notified of the suspension or revocation in writing, via hand delivery or certified mail, return receipt requested, at the address on file with SJCPH.
 - b. The technician shall have the right to appeal to the Board of Health at a hearing. Appeals shall be made in writing. The technician shall be given at least 20 days'

notice of such hearing, via certified mail or hand delivery. The technician may be present with counsel and be heard at the hearing.

- c. Should the Board of Health hearing result in a decision to uphold the suspension or revocation, such decision, including a list of any violations and any conditions set forth by the Board of Health, shall be forwarded in writing to the technician, either by hand delivery or certified mail, return receipt requested.
4. Suspension or revocation of registration may occur upon, but are not limited to, the following:
 - a. Misrepresentation of facts or data contained within a Site and Soil Evaluation.
 - b. Misrepresentation of qualifications.
 - c. Failure to notify SJCPH of failed or malfunctioning systems identified within their care or work.

7. Variances [43.4(N)]

A. Variances

1. The Board of Health may approve a variance from a requirement of this Regulation. Variances are generally governed by the procedures as set forth in Regulation 43.4(N).
2. Approval of a variance must be based upon evidence presented by the applicant, or their designee, showing that the variance is justified and will pose no greater risk to public health and the environment than would a system meeting the requirements of these Regulations. Evidence and opinion from SJCPH shall be considered in making such a determination.
3. Variances shall not be granted for the situations identified in section 43.4(N)(5) of Regulation 43.

B. Variance Procedure

1. Variance requests must be provided to SJCPH, in writing, by the property owner or his/her designee. The hearing of variance requests will take place according to the following timeline:
 - a. Variance requests not requiring a public hearing, as provided for in section 7.C of these Regulations, will be heard by the Board of Health at the next regularly scheduled meeting, a minimum of fourteen days following the receipt of the request by SJCPH.
 - b. Variance requests requiring a public hearing, as provided for in section 7.C of these Regulations will be heard at the next regularly scheduled Board of Health meeting, a minimum of twenty-one days following the receipt of the request by SJCPH.
2. Variance requests must include all items identified in section 43.4(N)(2)(d) of Regulation 43.
3. The applicant has the burden of proof to demonstrate that the variance is justified and will pose no greater risk to public health and the environment than would a system meeting these Regulations. The Board of Health must determine if these standards are met prior to granting a variance. Evidence and opinion from SJCPH shall be considered in making such a determination.
4. The Board of Health has the authority to impose site-specific requirements and conditions on any variance granted.

C. Variances Requiring Public Hearings

1. A variance request may be granted only following a public hearing as provided for in section 43.5(N) of Regulation 43, with the following exceptions, which may be considered at a regularly scheduled Board of Health meeting:
 - a. A request to reduce the setback between any component of an OWTS and structures (with or without basement), as provided for in Table 7-1 of Regulation 43, if the structures involved are located on the same lot as the OWTS.
 - b. A request to reduce the setback between any component of an OWTS and a cistern not connected to a well, if the cistern and the well are on the same lot as the OWTS.
2. Public hearings for variance requests must follow the notice requirements of section 43.4(N)(2)(c) of Regulation 43.

8. Transfer of Title Inspections [43.4(L)]

- A. Property owners of a residence or other building or facility served by an OWTS shall have an inspection performed to demonstrate that the system is functioning according to design prior to the sale or transfer of title of the property. Prior to the sale or transfer of title of the property, the owners of the property shall obtain a complete Transfer of Title Acceptance Document from SJCPH, unless exempt or waived as noted by these Regulations. The Board of Health may adopt fees for issuing a Transfer of Title Acceptance Document.
- B. The following properties and situations are exempt from the requirement to obtain a Transfer of Title Acceptance Document:
 1. The property is served by an OWTS that was installed and given final approval by SJCPH or San Juan Basin Public Health within four years of the current closing date of the property. This includes finalized repair and alteration permits with components older than four years.
 2. The change in ownership is not an arm's length transaction. Examples of non-arm's length transactions include, but are not limited to, transfers between family members, parents and children and estate transactions between a spouse, parent, or child.
 3. The change in ownership is creating or ending a joint ownership if at least one person is an original owner of the property and/or the spouse, parent or child of an original property owner.
 4. The transfer of property is to a trust in the same name as the original owner, or to a limited liability company, if the original owner is one of the directors of the limited liability company.
 5. The transfer of property is a result of foreclosure or forfeiture of real property.
 6. The property owner has obtained a repair or alteration permit for the OWTS which has not expired, and the requirement to complete the repairs has been disclosed to the person acquiring title to the property.
- C. Obtaining a Transfer of Title Acceptance Document
 1. Transfer of Title Acceptance Documents will only be issued for properties served by a permitted OWTS, unless the OWTS on the property clearly predates the OWTS permitting program adopted by the Board of Health having jurisdictional authority in 1967. Property owners with an unpermitted OWTS must apply for a permit for the system prior to applying for a Transfer of Title Acceptance Document.
 2. Applications for Transfer of Title Acceptance Documents, and inspection reports for such a purpose, must be made on forms provided by SJCPH, and include the following information:
 - a. All information required by section 43.4(L)(3) of Regulation 43.
 - b. Size of the property.

- c. Type of water supply.
 - d. Number of dwellings and number of bedrooms served by the OWTS.
 - e. Where required by Section 9 of these Regulations, a copy of a current service contract with a qualified service provider.
 - f. A record drawing showing the layout of the OWTS and all relevant setbacks. This requirement is waived if such a drawing is already on file with SJCPH and the system as inspected matches the plan on file.
3. Inspections for transfer of title purposes shall be performed only by inspectors certified by the National Association of Wastewater Technicians (NAWT). Inspectors for higher-level treatment systems must have training relevant to the specific system, if public domain, or certification from the equipment manufacturer.
 4. A Transfer of Title Acceptance Document may be issued provided the following criteria are met:
 - a. The Minimum Criteria specified by section 43.4(L)(5) of Regulation 43.
 - b. If a wastewater pond (lagoon) exists, its configuration and the configuration of all components must match the terms of the original permit, and it must meet all of the requirements of section 43.10(I)(7) of Regulation 43.
- D. Conditional Transfer of Title Acceptance Document
1. If SJCPH determines that the OWTS does not meet the requirements for issuance of a Transfer of Title Acceptance Document, SJCPH may issue a Conditional Transfer of Title Acceptance Document if any of the following conditions are met:
 - a. The person acquiring title to the property agrees in writing to obtain a repair or alteration permit and complete all necessary repairs or alterations to the OWTS within 90 days of occupying the property or, at SJCPH's discretion, the date of closing.
 - b. Weather conditions, such as frozen ground, prevent the property owner from completing the necessary repairs or alterations. In this case, the property owner or person acquiring title to the property shall agree in writing to obtain a repair or alteration permit and complete necessary repairs within a reasonable time limit set by SJCPH.
 - c. Weather conditions, such as snow cover, prevent access to the property for performing an inspection. In this case, both of the following are required for SJCPH to issue a Conditional Transfer of Title Acceptance Document:
 - (1) A NAWT-certified inspector certifies, in writing, that the property was inaccessible and that payment has been made up front for an inspection to be performed when conditions allow.
 - (2) The person acquiring title to the property agrees in writing to have the inspection completed when conditions allow and, if needed, to obtain a repair or alteration permit and complete all necessary repairs within 90 days of the inspection.
- E. Revocation of a Transfer of Title Acceptance Document
1. SJCPH shall revoke a Transfer of Title Acceptance Document if it is determined that the system is no longer functioning in accordance with this regulation or that false or misleading material statements were made on the application or inspection reports.
 2. Upon revoking a Transfer of Title Acceptance Document, SJCPH shall notify the current property owner of the revocation.

9. Oversight program of inspections, maintenance, recordkeeping and enforcement for higher level treatment systems. [43.14(D)]

- A. The oversight of higher-level treatment systems with size or setback reductions will be administered and enforced by SJCPH. The Board of Health may adopt additional fees for the administration of this oversight program.
 - B. Application and Permitting Requirements
 - 1. Before permitting systems with reduced soil treatment area sizes or reduced setbacks as a result of higher-level treatment, SJCPH requires recurring inspections, maintenance, recordkeeping and enforcement to ensure that the systems are meeting the designed higher-level treatment standards.
 - 2. Applications to utilize higher-level treatment with size or setback reductions shall be made to SJCPH in accordance with section 4.A of these Regulations and section 43.4(B)(3) of Regulation 43. Such application shall be accompanied by the following additional information [43.14(D)(4)(a)]:
 - a. Location and configuration of higher-level treatment system(s).
 - b. Level of treatment to be provided.
 - c. Copy of a current contract with a service provider qualified to provide maintenance and inspection of the proposed higher-level treatment system. The contract shall have a minimum duration of one year.
 - C. Inspection, Maintenance and Reporting Requirements
 - 1. The property owner is responsible for having the OWTS containing a higher-level treatment system with size or setback reductions inspected and maintained by a qualified service provider.
 - a. Property owners shall maintain an active service contract with a qualified service provider at all times.
 - b. Each time his/her contract with a qualified service provider is renewed or replaced, the property owner shall submit a copy to SJCPH within 30 days of signing.
 - 2. Inspections and maintenance of higher-level treatment systems shall be performed according to the intervals specified in section 43.14(D)(4)(b) of Regulation 43.
 - 3. Service providers shall provide a copy of their inspection report and sampling results, if any, to the owner, and to SJCPH.
 - a. Inspection reports must include, at a minimum, the information specified in Section 43.14(D)(4)(a)(7) of Regulation 43, and any information the manufacturer recommends recording at time of inspection.
 - 4. Service providers must notify SJCPH when a service contract is terminated prior to the expiration date on the original contract kept on file at SJCPH.
 - 5. Service providers must obtain appropriate training and/or certification for specific proprietary treatment products as provided by the manufacturer necessary to provide the required operation and maintenance for the relevant product.
- 10. Existing Wastewater Ponds (Lagoons) [43.10(I)(7)]**
- A. Any unpermitted, unauthorized wastewater pond or lagoon is illegal unless it clearly predates the OWTS permit program adopted by the Board of Health having jurisdictional authority in 1967 and is otherwise compliant with the criteria of section 43.10(I)(7)(b) of Regulation 43 and these Regulations. Illegal wastewater ponds or lagoons must be replaced with a permitted OWTS utilizing subsurface disposal.

- B. For requests to alter the design flow of an OWTS utilizing a lagoon, the potential risk to public health and water quality shall be evaluated by SJCPH. If SJCPH determines the risk is low, the alteration of design flow may be permitted, subject to the following requirements:
1. A professional engineer or system inspector certified by the National Association of Wastewater Technicians shall inspect the system.
 2. The professional engineer or certified inspector shall certify to SJCPH that the lagoon will meet all the requirements of section 43.10(I)(7) of Regulation 43 following the increase in design flows. SJCPH may require the professional engineer or certified inspector to provide calculations, design schematics, or a site plan documenting compliance with this Regulation.

11. Vaults [43.12(C)] and Vault Privies [43.12(D)(1)]

- A. Vaults
1. Vaults are permitted for full-time use where the property cannot accommodate an OWTS with a soil treatment area.
 2. Vaults shall conform to the design criteria specified in Section 43.12(C) of Regulation 43.
- B. Vault Privies
1. Vault Privies may be considered for approval by SJCPH if all other options are determined by SJCPH to be infeasible.
 2. Vault privies shall conform to the design criteria specified in Section 43.12(D)(1) of Regulation 43.

12. Remediation Systems [43.10(I)(10)]

- A. The use of remediation systems, as defined in Section 43.10(I)(10) of Regulation 43, is allowed with a permit from SJCPH.
1. The Board of Health shall set fees for the issuance of a remediation permit.
 2. Remediation permits shall require re-inspection of any OWTS treated with a remediation process or technology, at reasonable intervals to be set by SJCPH.

Appendix A to OWTS Regulations for San Juan County Public Health

Attached

Adopted by the Board of Health _____

Effective Date January 1, 2024

Appendix A to 2024 OWTS Regulations

Local Public Health Agency:		San Juan County Public Health		
ITEM	REQUIREMENTS See Check Box for Decision Chosen.	CROSSWALK		
		Citation Reg #43	Citation Local Reg	
Occupancy – Residential	Bedrooms 1 through 3: 2 people per bedroom All additional Bedrooms: 1 person per bedroom	<input checked="" type="checkbox"/>	43.6.A.2e	
	All bedrooms: 2 persons per bedroom	<input type="checkbox"/>	43.6.A.2.f	
How the number of bedrooms in a home will be defined for flow requirements	Bedrooms: flow estimates will be determined from the number of bedrooms originally finished.	<input checked="" type="checkbox"/>		
	If unfinished area is present in house, system must also be sized for 1 or 2 more bedrooms based on an assumption that 150 square feet of unfinished space can be converted into a bedroom, if the space can meet applicable code requirements for a bedroom.	<input type="checkbox"/>	43.6.A.2.h	
Effluent Screen	May be used (<i>owner's option</i>)	<input type="checkbox"/>	43.9.J.1	
	Required in all new septic tanks	<input checked="" type="checkbox"/>	43.9.J.1	
Length of Distribution Laterals (e.g., trenches or beds)	Limit the length of distribution lines to a maximum of 100 feet.	<input type="checkbox"/>	43.10.E.2.c	
	100 feet maximum for gravity fed from one end, and up to 150 feet if pressure dosed or effluent applied at center of lateral or chamber	<input checked="" type="checkbox"/>	43.10.E.2.b & c	
Inspection ports at initial (front) end of distribution line (e.g., lateral or chamber)	Not required	<input type="checkbox"/>		
	Required	<input checked="" type="checkbox"/>	43.10.F.6.d	
Vault Privies – new	Allow new vault privies	<input checked="" type="checkbox"/>	43.12.D.1.a	11.B
	Prohibit new vault privies	<input type="checkbox"/>	43.12.D.1.a	
Vault Privies - existing	Allow continued use of existing vault privies	<input checked="" type="checkbox"/>	43.12.D.1.b	
	Require abandonment of existing vault privies	<input type="checkbox"/>	43.12.D.1.b	
Pit Privies - new	Allow new pit privies	<input type="checkbox"/>	43.12.D.2.c	
	Prohibit new pit privies	<input checked="" type="checkbox"/>	43.12.D.2.a	
Pit Privies - existing	Allow continued use of existing pit privies	<input type="checkbox"/>	43.12.D.2.c	
	Require abandonment of existing pit privies	<input checked="" type="checkbox"/>	43.12.D.2.b	
Slit trenches	Allow slit trenches	<input type="checkbox"/>	43.12.F	
	Prohibit slit trenches	<input checked="" type="checkbox"/>	43.12.F	
Reductions in STA size or separation distances for higher level treatment systems; OWTS O/M and LPHA oversight required	Allow reductions for higher level treatment.	<input checked="" type="checkbox"/>	43.14.D.2	9
	Reductions for higher level treatment not allowed	<input type="checkbox"/>	43.14.D.3	
Transfer of Title inspections	Inspection of OWTS required prior to transfer of title	<input checked="" type="checkbox"/>	43.4.L.1	8
	Inspection of OWTS NOT required	<input type="checkbox"/>	43.4.L.1	

PUBLIC HEARING

Notice is hereby given to the members of the general public that the San Juan County Colorado Board of County Commissioners will hold a Public Hearing at the San Juan County Courthouse, 1557 Greene St., Silverton, CO, at 7:30 PM on Wednesday, October 25, 2023 in person and via Zoom to receive public comments on SAN JUAN COUNTY PUBLIC HEALTH ON-SITE WASTEWATER TREATMENT SYSTEM REGULATIONS 2024.

The proposed Regulations may be viewed in the County Clerk's Office

NOTICE is further given that all persons may present oral/written testimony regarding this Application prior to/during the Public Hearing. Comments may be sent by email to admin@sanjuancolorado.us, by mail to San Juan County, PO Box 466, Silverton CO 81433, or hand-delivered to the County Courthouse. Interested persons may contact the County Administrator at 970-387-5766 with any questions or comments about the Application.

Join Zoom Meeting

<https://zoom.us/j/92136473203>

by Phone - 1 669 900 6833

Meeting ID: 921 3647 3203

Published in the Silverton Standard & Miner: October 5, 2023

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PUBLIC HEALTH SERVICES
BETWEEN
LA PLATA COUNTY
AND
SAN JUAN COUNTY**

This Intergovernmental Agreement for the Provision of Public Health Services (“Agreement” or “Contract”) is entered into by and between Board of County Commissioners of La Plata County (“La Plata”) and the Board of County Commissioners of San Juan County (“San Juan”) (collectively referred to as “Counties” or “Parties” and each individually as a “County” or “Party”).

RECITALS

- A. San Juan Basin Public Health (“SJBPH”) has operated as a public health agency serving both Counties for many years; and
- B. SJBPH has historically operated many programs and services that serve residents in both Counties; and
- C. SJBPH will dissolve as a matter of law on December 31, 2023; and
- D. La Plata County will acquire jurisdiction over public health in La Plata County on January 1, 2024 and is preparing to deliver public health services and programs to La Plata County residents; and
- E. San Juan County currently has in place a MOU with SJBPH for certain public health services in San Juan County (the “MOU”); and
- F. The MOU will expire upon the dissolution of SJBPH; and
- G. The Counties have identified certain service areas where efficiencies can be achieved by collaborating in service delivery.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Effective Date, Term, and Termination.
 - a. Effective Date. This Agreement shall not be valid or enforceable until the Effective Date. The Effective Date shall be the latter of (1) the date fully executed by both Parties, or (2) January 1, 2024.
 - b. Term. The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall expire on June 30, 2027, unless otherwise terminated as provided herein.
 - c. Termination.
 - i. For Cause Termination. Either Party shall have the right to terminate this Agreement for cause upon thirty (30) days’ written notice to the other

Party. Any such notice shall specify the cause upon which it is based. The violating Party shall have thirty (30) days to rectify the cause specified in the notice of termination, and if such cause is not rectified, in the sole discretion of the non-breaching Party, within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such thirty (30) day period, this Agreement shall not automatically terminate so long as the violating Party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the Parties that “cause” for termination subject to notice and cure under this Section includes material breach by either Party of any of its obligations under this Agreement, including, failure by a Party to perform its service, payment or other obligations in accordance with the requirements and standards specified in this Agreement. Notwithstanding the notice provisions hereof, no notice and opportunity to cure shall be required if a Party has previously received notice for the same or a substantially similar breach within the twelve (12) month period immediately preceding the breach.

- ii. Automatic Termination. As set forth in Section 5 and **Exhibit A, Federal Payor Requirements**, this Agreement shall be automatically terminated for violations of federal payor requirements.
- iii. Termination for Convenience. This Agreement may be terminated by either Party for any reason, including its own convenience, upon sixty (60) days’ advance written notice.
- iv. Effect of Termination. Upon termination or expiration of this Agreement, the Parties shall cooperate with the orderly transfer of responsibilities. All records related to Services provided shall be promptly transferred.

2. General Statement of Services.

- a. It is the express intent of the Parties to enter into this Agreement for the purpose of defining general terms and conditions under which public health programs and services contracted for pursuant to the terms herein (“Services”) shall be delivered.
- b. The Parties expressly acknowledge that no specific purchase of Services is made by this Agreement. The Parties will define specific Services to be performed through Service Order(s).

3. Service Orders.

- a. Parties will use Service Orders to define specific Services to be performed under this Agreement and the specific roles of Parties. Service Orders are effective only when fully executed by both Parties.
- b. Service Order(s) incorporate by reference all the terms and conditions of this Agreement. A Service Order template is attached as **Exhibit B, Service Order Template**.

- c. **Service Order Amendment or Termination:** Each Service Order may be amended or terminated by either Party for any reason, including its own convenience, upon thirty (30) days written notice to the other Party. Service Orders may be terminated immediately upon written notice, if a third-party funding agreement that provides funding for all or some of the Services in such Service Order terminates for any reason. Termination of a Service Order does not amend or terminate this Agreement.
4. **No Status Change.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of either County shall in any respect alter or modify the status of officers, agents, or employees of the respective entities for purposes of wages, salaries, worker's compensation, unemployment insurance, benefits, entitlements, pension, discipline, certification or any other conditions of employment.
 - a. **Employee status.** At no time shall an employee of one County be considered an employee of the other County for any purpose whatsoever.
 - b. **Employee Performance, Policies and Procedures.** All employees shall be subject to the personnel and other applicable policies and procedures of their employer County. Each County shall be solely responsible for managing performance of its own employees. Each County shall be solely responsible for the means and methods by which the Services are provided to the other County.
 - c. **Benefits and Compensation.** Each County shall at all times, and at its sole cost, be responsible for providing the compensation and benefits payable to its own employees. Each County is solely responsible for defining the terms and conditions of employment for its employees.
 - d. **Insurance and Workers Comp.** Each County is responsible for complying with all employment laws and insurance laws relating to its employees and shall purchase and provide proof of unemployment insurance and workers' compensation coverage for all such employees. To the extent any employee of a County is injured in the course of performing activities contemplated hereunder, the claim shall be treated as a work assignment for such County and such County shall remain responsible for addressing the matter and processing any worker's compensation claim related to its employees.
5. **Federal Payor Requirements and HIPAA.** To the extent applicable to the Parties, each Party agrees to comply with the Federal Payor Requirements and HIPAA rules and obligations set forth in **Exhibit A, Federal Payor Requirements, and Exhibit C, HIPAA Business Associate Agreement**, attached hereto. To the extent that a County receives services necessitating a Business Associate Agreement (BAA), such County will execute the BAA and comply with its terms and conditions.
6. **Funder Pass Thru Provisions.** Parties acknowledge and agree that funding for the Service Orders is often partly or fully provided to one or both Counties by third party funders. Whichever County is the direct recipient of the funding ("Recipient County") is ordinarily required to execute a contract with the funder that may contain obligations. Regardless of whether the other County is determined to be a subrecipient or contractor under such funding and/or grant contract, the other County (the "Beneficiary County")

agrees that it shall cooperate with the Recipient County in providing any and all documents and agreements necessary to facilitate provision of Services and shall comply with all additional requirements that are imposed by Recipient County in order for Recipient County to meet its own responsibility to the funding agency, including but not limited to timely submission of any financial or performance reports.

- a. As soon as practicable, Recipient County shall inform Beneficiary County of the funding source for a Service Order and provide copies of the funding contract, if requested.
 - b. Parties intend to use Service Orders to clearly articulate the specific obligations of each Party, including obligations required by funders.
 - c. Even if the Service Order does not fully articulate the specific obligations required by funder(s), the Beneficiary County shall comply (and ensure compliance of its employees, agents, assigns, contractors, and subcontractors) with the requirements that are imposed by Recipient County in order for Recipient County to meet its own responsibility to the funder, upon reasonable notice of those specific obligations.
 - i. If Recipient County is receiving federal funds to support a Service Order, or compliance is otherwise federally mandated each County shall comply (and ensure compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors) with the federal provisions set forth in **Exhibit D, Federal Award Provisions**, and any other reasonable funder requirements upon notification from Recipient County.
 - ii. If Recipient County is receiving Colorado Department of Public Health and Environment (“CDPHE”) funds to support a Service Order, the Beneficiary County shall comply (and ensure compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors) with the CDPHE requirements set forth in **Exhibit E, CDPHE Award Provisions**, and other reasonable funder requirements upon notification from Recipient County.
 - d. Each County intends to execute any further documents and perform any additional actions as are reasonably necessary to ensure the Recipient County can satisfy all funder requirements. In the event that a County refuses to execute such further documents or perform such additional actions, either County may immediately terminate the applicable Service Order.
7. Fleet and Facilities:
- a. Equipment. Each County shall provide and maintain its own equipment. A County performing Services under this Agreement will also provide all equipment necessary to perform such Services, unless otherwise agreed within a Service Order.
 - b. Fleet. Each County shall be solely responsible for providing and maintaining its own fleet for its own employees’ use in performing Services. Counties do not intend for employees to use or borrow the other County’s vehicles, unless otherwise agreed within a Service Order.

- c. Facilities. Each County intends to maintain and equip facilities appropriate to their own public health needs.
- 8. Insurance. Each County shall maintain at all times during the terms of this Agreement, such liability insurance, commercial policy or self-insurance, as is necessary to meet its obligations under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “CGIA”).
- 9. General Provisions.
 - a. This Agreement, including referenced Exhibits and executed Service Orders, supersedes all previous understandings, contracts, or agreements between the Parties with respect to the subject matter and constitutes the entire agreement between the Parties.
 - b. Compliance with laws. Parties shall comply with all applicable federal, state, and local laws, rules, and ordinances, as well as the requirements of any grant or contract providing funding for the Services.
 - c. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered in person; by certified mail, postage prepaid, return receipt requested; or by a commercial overnight courier that guarantees next day delivery and provides a receipt. Any such notice shall be effective on the earlier of the time when such notice is actually received or the third day following its deposit in the United States mail postage pre-paid, addressed to the Primary Contact or to such other address as either party may from time to time specify in writing to the other party.

Notice to La Plata County:	Notice to San Juan County:
La Plata County Public Health Director	San Juan County Public Health Director
1101 E. 2 nd Ave. Durango, CO 81301	

- d. Governing Law and Jurisdiction. The terms and conditions of this Agreement shall be construed, interpreted, and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.
- e. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof, to the extent the Parties’ obligations under this Agreement may be accomplished within the Agreement’s intent.
- f. No Implied Waivers. The failure by the County to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor

shall such action act to estop the County from subsequently enforcing this Agreement according to its terms.

- g. Assignment. This Agreement is one for personal services and as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party.
- h. Conflict Resolution. Parties value a strong working relationship. In the event that either County is dissatisfied with any aspect of the Services delivery, Parties intend that the health department directors will confer and attempt to reach a resolution. If the matter is not resolved, the County Managers will meet and attempt to reach a resolution. This conflict resolution clause does not replace or alter either party's termination rights or other rights available at law or equity.
- i. Modification and Amendment. This Agreement may not be amended except as follows:
 - i. Modification by Operation of Law.
This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and become part of this Agreement, as if fully set forth herein.
 - ii. Other Modifications.
If either County desires to modify the terms of this Agreement other than as set forth elsewhere in this Agreement, written notice of the proposed modification shall be given to the other Party. No such modification shall take effect unless agreed to in writing by both Parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
- j. Survival of Certain Provisions. Notwithstanding any provision herein to the contrary, any provision of this Agreement requiring continued performance shall survive this Agreement's termination and shall be enforceable by the other County if a County fails to perform as required.
- k. No Third Party Beneficiaries. No person or entity, other than a Party to this Agreement, shall have any right of action under this Agreement.
- l. Headings. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
- m. Force Majeure. Neither County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes, and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.
- n. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, neither County waives, either expressly or impliedly, any protection

or immunity provided to it pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

- o. Confidentiality. During the term of this Agreement, a County may be provided or come into possession of confidential information or disclosures, including but not necessarily limited to the legal opinions of the other County's legal counsel or the opinions of public officials expressed during a properly convened executive session of a Board of County Commissioners. Such confidential information and other information not otherwise subject to disclosure to the public under the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.*, obtained by a County during this Agreement's terms, shall not be disclosed, taken, or misused by any reason by the other County or any of its agents or subcontractors.

Further, if either County maintains, stores, processes or has access to "personal information," as defined below, that County agrees that it shall guard such personal information from unauthorized access, use, modification, disclosure or destruction, pursuant to C.R.S. § 24-73-102, as amended. Each County shall implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information and size of the County business.

Each County further agrees to destroy such personal information by shredding, erasing or otherwise modifying the personal information in paper or electronic documents to make the information unreadable or indecipherable through any means once the Agreement terminates, unless a different timeframe is otherwise agreed to by the parties and set forth herein.

Each County shall notify the other County within three (3) business days of any security breach or other unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of such personal information. Good faith acquisition of personal information by County employees in performance of the Services specified in this Agreement is not a security breach; provided, that the information is not used for any other purpose or subject to further disclosure. In the case of any breach or unauthorized access, the County whose systems were breached or who permitted the disclosure or unauthorized access shall cooperate with the other County to provide information to affected persons and other third parties, as required by this Agreement or C.R.S. § 24-73-103, as amended, and shall be solely responsible for any cost and expense related to notification.

- i. Personal Information Defined.

For purposes of this Agreement, "personal information" means the following: social security number; personal identification number; password; passcode; official state or government-issued driver's license or identification card number; government passport number; employer, student or military identification number; health insurance identification number; financial transaction device (i.e., any instrument or device

whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check”, a “negotiable order of withdrawal”, and a “share draft” as defined in C.R.S. § 18-5-205, as amended); biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating an individual when s/he accesses online accounts; or any information about a person’s medical or mental health treatment or diagnosis by a health care professional.

- p. Colorado Open Records Act. Parties are each subject to the Colorado Open Records Act (“CORA”). As a courtesy, parties intend to promptly inform each other of any CORA request received by a County for copies of information that the other County owns.
- q. Management Information. In addition to any other specific reporting requirements set forth in Service Orders and elsewhere herein, each party shall retain and preserve all information related to Services Provided hereunder. Each County shall, upon request, and to the extent permitted by law, provide management information about the Services to the other County. Management Information is the type of functional information ordinarily useful in making management decisions and evaluating whether the Services are meeting a County’s needs. Management Information may include such things as participation rates and numbers, geographic concentrations of Services provided, demographic information, resources expended, service levels, customer experience, identified improvements needed, and growth projections. Parties agree that such information shall be de-identified, anonymized, and aggregated in a manner consistent with the privacy obligations established herein and by law. A County is not obligated to provide the other County with specific Personal Information, Protected Health Information (defined in Section 9(n)(i) and Exhibit B), information protected by law, or individualized information about a particular person or family that would create privacy concerns.
- r. La Plata County’s Delegation. The La Plata County Manager is authorized to negotiate and execute administrative amendments to this Agreement that are consistent with its purpose and have been reviewed by the County Attorney. The County Manager may extend the term by up to four (4) additional three-year (3) terms. The La Plata County Manager is hereby authorized to negotiate, execute, amend, and terminate individual Service Orders, provided that they:
 - i. Take the form of the template (attached as Exhibit B),
 - ii. Have been approved by the Board of Health or their designee,
 - iii. Have been approved by the County Attorney’s Office, and
 - iv. Do not require the County or the Health Department to incur material costs for Services delivery into another County. The County Manager

may authorize minor and de minimis costs, such as additional personnel time, overhead, or travel to other Counties, if the County Manager determines that the benefits to La Plata County Citizens outweigh such costs.

- s. Execution. By signing below the Parties represent that: (a) he/she/it is authorized to execute and enter contracts on behalf of such Party; (b) he/she/it has read and understands the Agreement. This Agreement may be executed in counterparts.

List of Exhibits to Agreement

EXHIBIT A: Federal Payor Requirements

EXHIBIT B: Service Order Template

EXHIBIT C: HIPAA Business Associate Agreement & Appendix

EXHIBIT D: Federal Award Provisions

EXHIBIT E: CDPHE Award Provisions

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Signature Page to:
INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF PUBLIC HEALTH SERVICES
BETWEEN
LA PLATA COUNTY
AND
SAN JUAN COUNTY

In Witness Whereof, the Parties have executed this Agreement

San Juan County, Colorado
Board of County Commissioners

By: _____
Austin Lashley, Chairman

_____ Date

ATTEST:
CLERK TO THE BOARD

EXHIBIT A – FEDERAL PAYOR REQUIREMENTS

1. Excluded Provider & Indemnification. Each of the Parties hereby represents and warrants that it is not now and at no time has it been excluded from participation in any federally funded health care program, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that such party is in breach of this Section, the Service Order describing participation in any federally funded health care program shall, as of the effective date of such exclusion or breach, automatically terminate.
2. Application of Requirements. Parties specifically recognize that each party may provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by County-based physicians, to the extent that such services are provided pursuant to this Agreement. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.
3. No Billing in Violation of Medicare Regulations. Parties intend the Service Orders to define which County will submit claims to federally funded health care programs, state funded health care programs, patients, insurers, or other third parties for Services provided under this Agreement.

If the Service Order is silent: The County who employs the rendering provider shall have the right to submit such claims. The other County shall not submit on behalf of itself or Contracting Party any such claim to any federally funded health care program, state funded health care program, a patient, insurer or any other third person for Services provided by Contracting Party under this Agreement. The County who employs the rendering provider may immediately terminate this Agreement upon the other Party's violation of this section. This Section shall survive the termination of this Agreement.

4. Recordkeeping. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code ("U.S.C."), until the expiration of four (4) years after the termination or expiration of this Agreement, each of the Parties shall make available, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by said party under this Agreement. Each of the Parties further agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to

make available until the expiration of four (4) years after the furnishing of such goods or services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

5. Compliance with Medicare Anti-Kickback, Self-Referral and Anti-Rebate Laws. Neither party shall engage in any activity prohibited by 42 U.S.C. Section 1395nn (42 Code of Federal Regulations, Part 411 (411.1 to 411.361)), 42 U.S.C. Section 1320a-7a and 42 U.S.C. Section 1320a-7b (42 Code of Federal Regulations, Part 1001 (1001.952(a) to 1001.1001)) or any other federal, state or local law or regulation relating to the referral of patients, including, without limitation, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered or revised, nor shall either party associate or engage in similar activities with respect to any third party payors, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind, or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or any other state or federally funded healthcare payment program.
6. No Referral Obligation. Nothing in this Agreement shall be construed to require either Party to refer patients to the other Party.

EXHIBIT B –SERVICE ORDER TEMPLATE

This Service Order is executed pursuant to the Intergovernmental Agreement Between La Plata County and San Juan County for Delivery of Public Health Services (“Agreement”), which was executed on _____ and is effective until June 30, 2027 unless earlier terminated. The terms and conditions set forth in the Agreement are applicable and incorporated as if fully set forth herein.

Service Order Number	
Service Order Start Date	
Service Order Expiration Date	
Service Order Maximum Amount (include details by year, quarter, or month)	
Pricing Structure (fixed fee, actual cost, etc)	
Invoicing Frequency	
Staff Representative for La Plata County	
Staff Representative for San Juan County	
Exhibits attached and incorporated	

In accordance with the Agreement, La Plata County shall deliver the following Services and San Juan County shall provide the following payments or other consideration:

1. **La Plata County’s Responsibilities: (include funding, service descriptions, etc.)**
2. **San Juan County’s Responsibilities: (include funding, service descriptions, etc.)**
3. **Other terms and conditions:** (Include required flow-down provisions from the Funder that aren’t addressed)

THE PARTIES HERETO, OR AUTHORIZED DESIGNEES, HAVE EXECUTED THIS CONTRACT

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

FOR LA PLATA COUNTY

FOR SAN JUAN COUNTY

By: Signature

By: Signature

Printed Name of Person Signing

Printed Name of Person Signing

Title of Person Signing

Title of Person Signing

Date: _____

Date: _____

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between La Plata County and San Juan County is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, La Plata County is referred to as “Covered Entity” and San Juan County is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business

Associate's obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI,

available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS- compliant encryption algorithm.

p. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of

PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- q. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- r. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

- b. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

c. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal

laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include

testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

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

EXHIBIT D: FEDERAL AWARD PROVISIONS

The following terms and conditions are applicable if a Service Order is supported by federal funds. Beneficiary County receiving Services provided by a Recipient County shall comply with the federal provisions and requirements set forth herein and shall ensure the compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors, with the federal provisions and requirements set forth herein.

1. Recipient County shall inform Beneficiary County of the Federal Award Identification and provide all applicable information, such as FAIN number.
2. Recipient County shall identify the status of Beneficiary County as to the Federal Award and inform Recipient County. For example, Beneficiary County may have status as a contractor or a subrecipient, as that term is defined within 2 C.F.R. §200.
3. Beneficiary County and its agents, employees, assigns and Subcontractors shall at all times strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
4. Beneficiary County shall permit Recipient County and any auditors to have access to Beneficiary County's records and financial statements as necessary for Recipient County to meet the requirements of 2 C.F.R. §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
5. Beneficiary County shall submit all financial, performance, and other reports requested by Recipient County to Recipient County no later than thirty (30) calendar days after the period of performance end date or request of Recipient County.
6. Matching Funds. If matching funds are required, Beneficiary County shall provide matching funds as stated in the Service Order or other agreement. Beneficiary County shall have raised the full amount of matching funds prior to the effective date of the federal award and shall report to Recipient County regarding the status of such funds upon request. Beneficiary County's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes by the authorized representatives of the Beneficiary County and paid into the Beneficiary County's treasury or bank account. Beneficiary County does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Beneficiary County shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Beneficiary County's laws or policies.
7. Notwithstanding any other provision of this Agreement, the record retention period shall be at least as long as the retention period described in 2 C.F.R. § 200.333.

8. Beneficiary County shall comply with the requirements of Subpart F – Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendment of 1996; 31 U.S.C. 7501-7507 and 2 C.F.R. 200.501.
9. Beneficiary County shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. When required by Federal program legislation, the “Davis-Bacon Act”, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”);
 - c. When required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. The “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. When applicable, the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. The provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 C.F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. When applicable, the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and Executive Order 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. Where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - p. All applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Recipient County may provide written notification to Beneficiary County of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
10. Debarment. Beneficiary County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; Beneficiary County shall comply with all applicable regulations pursuant to Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and Executive Order 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension.
11. Procurement. Beneficiary County shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, C.F.R. §§200.318 through 200.326 thereof.
12. Unless prohibited by Federal statutes or regulations, Recipient County may require Beneficiary County to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 C.F.R. §200.208). Submission may be required more frequently if Beneficiary County fails to meet a requirement of the Federal award. Beneficiary County shall certify in writing to Recipient County at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 C.F.R. §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

13. Event of Default. Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under this Agreement pursuant to 2 C.F.R. §200.339 and Recipient County may terminate the Agreement.
14. Close- Out. Beneficiary County shall close out this Agreement within 45 days after the End Date. Contract close out entails submission to Recipient County by Beneficiary County of all documentation defined as a deliverable in this Agreement or as required by Recipient County, and Beneficiary County's final reimbursement request, if applicable.
15. Erroneous Payments. The closeout of a Federal award does not affect the right of the Federal awarding agency or Recipient County to disallow costs and recover funds on the basis of a later audit or other review.

EXHIBIT E: CDPHE AWARD PROVISIONS

The following terms and conditions are applicable if a Service Order is supported by CDPHE (“State”) funds. The Beneficiary County shall comply with the CDPHE provisions and requirements set forth herein and other requirements necessary for Recipient County to comply with CDPHE requirements upon notification from Recipient County. Beneficiary County shall ensure the compliance of its employees, agents, assigns, volunteers, contractors, and subcontractors, with the federal provisions and requirements set forth herein.

1. Funding Information. Recipient County shall inform Beneficiary County of the CDPHE funding and provide all applicable information.
2. Reporting and Records.
 - a. Beneficiary County shall provide all information and records requested by Recipient County to support Recipient County’s reporting obligations to CDPHE.
 - b. If Beneficiary County is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Beneficiary County’s ability to perform its obligations under this Agreement, Beneficiary County shall, within 10 days after being served, notify the Recipient County of such action and deliver copies of such pleading or document.
3. Inspection. Beneficiary County shall permit Recipient County, its independent auditors, or CDPHE to audit, examine, excerpt, copy and transcribe records related to this Agreement. Beneficiary County shall comply and cooperate with any CDPHE monitoring.
4. Confidentiality of State Records.
 - a. If Beneficiary County receives any CDPHE data, Recipient County shall (and ensure its subcontractors shall) provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement if applicable.
 - b. Beneficiary County shall execute an agreement containing nondisclosure provisions at least as protective as those imposed on Recipient County by CDPHE.
 - c. If Beneficiary County becomes aware of any Incident, it shall notify Recipient immediately and cooperate with Recipient and CDPHE regarding recovery, remediation, and law enforcement, as determined by CDPHE. Unless Beneficiary

County can establish that it, or its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Beneficiary County shall be responsible for the cost of notifying each person who may have been impacted by the Incident. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- d. If Beneficiary County or any of its subcontractors will or may receive Personal Identifying Information ("PII") under this Agreement, Beneficiary County shall provide for the security of such PII, in a manner and form acceptable to CDPHE, including, without limitation, CDPHE non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Beneficiary County shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.
5. Insurance. Beneficiary County shall maintain at all times during this Agreement, such liability insurance, commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act §24-10-101 *et. seq.* CRS. For each policy maintained, Beneficiary County shall name Recipient County and CDPHE as additional insured and provide certificates to Recipient County.
6. CDPHE's Ownership of Work Products. Beneficiary County assigns to Recipient the entire right, title, and interest in and to all causes of action, either in law or equity, for past, present or future infringement of intellectual property rights related to the Work Products and all works based on, derived from, or incorporating the Work Product. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. Beneficiary County shall execute applications, assignments, or other documents and shall render all reasonable assistance to Recipient and CDPHE in enabling CDPHE to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. To the extent that the Work Product (or any portion of the Work Product) would

not be considered works made for hire under applicable law, Beneficiary County hereby assigns to CDPHE (“the State”), the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Beneficiary County cannot make any of the assignments required by this section, Beneficiary County hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known. In addition, Beneficiary County grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Beneficiary County that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State. The State may assign and license its rights under this license.

7. Beneficiary County shall cooperate with Recipient regarding CDPHE’s vendor performance and monitoring and the State’s contract management system.
8. Beneficiary County is not a third party beneficiary of Recipient’s contract with CDPHE.
9. Beneficiary County shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits and other authorizations required to perform its obligations under this Agreement and shall ensure that any subcontractors do the same.
10. Beneficiary County shall not make any news release, publicity statement, or other public announcement without Recipient’s approval. Notwithstanding the foregoing, Counties are public entities and this agreement may be discussed in an open public meeting.
11. Beneficiary County shall not use funds under this Agreement for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Beneficiary County hereby certifies and warrants that Beneficiary County has and shall maintain in place appropriate systems and controls to prevent such improper use of CDPHE funds.

2023 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	35,851.36	7,803.27	43,654.63	10,696.88	7,730.04	18,426.92	29,090.76	9,707.69	38,798.45
February	40,783.79	8,628.52	49,412.31	21,742.70	8,003.28	29,745.98	39,076.51	10,394.20	49,470.71
March	49,770.48	6,501.09	56,271.57	17,377.67	7,165.10	24,542.77	41,964.86	8,540.81	50,505.67
April	49,280.00	9,212.54	58,492.54	15,309.31	6,625.40	21,934.71	40,365.69	9,898.07	50,263.76
May	54,611.83	10,861.19	65,473.02	33,211.29	8,333.13	41,544.42	54,885.88	11,995.67	66,881.55
June	82,089.44	13,421.87	95,511.31	9,999.63	7,054.33	17,053.96	57,551.93	12,796.80	70,348.73
July	33,299.91	10,946.74	44,246.65	8,052.51	6,677.71	14,730.22	25,843.58	11,014.56	36,858.14
August	174,276.97	11,026.74	185,303.71	15,956.71	9,251.92	25,208.63	118,888.32	12,673.34	131,561.66
September	239,415.83	17,609.67	257,025.50	49,687.40	11,577.52	61,264.92	180,677.77	18,240.81	198,918.58
October	220,394.43	17,151.81	237,546.24	33,346.06	11,381.82	44,727.88	158,577.50	17,832.36	176,409.86
November			-			-			-
December			-			-			-
Total	979,774.04	113,163.44	1,092,937.48	215,380.16	83,800.25	299,180.41	746,922.80	123,094.31	870,017.11

Lodging Tax Revenue

	2018	2019	2020	2021	2022	2023	% Change	5 yr. Average
January	126.80	885.93	3,729.44	543.94	1,034.65	8,688.65	88.09%	2,976.52
February	8,318.23	10,816.00	14,088.47	20,282.97	17,982.00	21,651.33	16.95%	16,964.15
March	3,097.25	145.07	454.00	660.00	11,775.69	5,698.15	-106.66%	3,746.58
April	2,002.98	33.00	-	1,489.56	1,091.00	68.78	-1486.22%	536.47
May	11,375.54	17,612.98	14,069.00	30,651.70	31,766.09	30,512.00	-4.11%	24,922.35
June	1,356.34	952.07	300.40	1,007.32	1,525.85	3,654.58	58.25%	1,488.04
July	2,702.84	170.21	573.00	11,854.90	2,241.00	663.85	-237.58%	3,100.59
August	11,477.00	14,372.43	13,978.56	57,659.81	31,076.00	26,017.87	-19.44%	28,620.93
September	7,956.78	2,738.12	139.00	248.50	718.26	1,596.58	55.01%	1,088.09
October	666.79	2,848.73	780.48	1,346.59	1,473.79	683.55	-115.61%	1,426.63
November	43,574.04	47,263.00	58,396.70	76,493.41	71,800.28		-6.54%	59,505.49
December	2,029.95	1,790.37	1,918.52	3,364.85	2,534.04		-32.79%	2,327.55
Total	\$ 94,684.54	\$ 99,627.91	\$ 108,427.57	\$ 205,603.55	\$ 175,018.65	\$ 99,235.34	-17.48%	136,672.44

County Sales Tax

	2018	2019	2020	2021	2022	2023 % Change	5yr. Average	
January	4,970.71	7,799.87	6,854.79	16,723.50	18,815.24	18,426.92	-2.11%	11,032.82
February	13,859.09	12,885.86	22,860.78	19,987.28	25,634.49	29,745.98	13.82%	19,045.50
March	11,861.72	11,246.33	14,595.18	16,402.87	20,922.98	20,542.77	-1.85%	15,005.82
April	10,399.61	8,857.05	15,280.29	15,820.09	26,540.36	21,934.71	-21.00%	15,379.48
May	16,321.32	19,708.91	12,778.47	24,773.54	43,984.48	41,544.42	-5.87%	23,513.34
June	4,601.13	5,827.74	9,946.40	17,549.36	10,146.13	17,053.96	40.51%	9,614.15
July	5,985.49	6,206.92	17,737.22	13,668.65	21,647.93	14,730.22	-46.96%	13,049.24
August	6,568.03	13,486.95	10,921.79	32,028.49	26,943.45	25,208.63	-6.88%	17,989.74
September	9,579.78	22,429.05	21,745.79	30,048.75	29,774.28	61,264.92	51.40%	22,715.53
October	11,057.45	13,774.16	18,726.14	29,953.36	34,135.62	44,727.88	23.68%	21,529.35
November	11,187.78	15,070.58	17,785.19	29,182.27	30,541.07		4.45%	20,753.38
December	5,273.24	7,547.72	17,476.46	19,698.95	17,991.84		-9.49%	13,597.64
Total	111,665.35	144,841.14	186,708.50	265,837.11	307,077.87	295,180.41	13.43%	203,225.99
Year to Date	95,204.33	122,222.84	151,446.85	216,955.89	258,544.96	295,180.41	12.41%	

	Town Sales Tax							
	2018	2019	2020	2021	2022	2023 % Change	5-Year Ave.	
January	17,803.62	17,777.51	28,417.92	40,358.55	48,401.82	43,654.63	(0.11)	35,722.09
February	24,144.03	26,379.98	39,259.76	45,122.36	56,934.96	49,412.31	(0.15)	43,421.87
March	23,836.90	33,717.73	34,763.49	46,228.85	81,691.27	56,271.57	(0.45)	50,534.58
April	24,868.07	75,356.86	37,422.14	46,611.62	60,354.74	58,492.54	(0.03)	55,647.58
May	21,945.84	32,071.64	24,839.85	60,352.89	59,047.63	65,473.02	0.10	48,357.01
June	17,527.63	21,650.46	22,518.84	43,589.40	41,669.35	95,511.31	0.56	44,987.87
July	53,182.66	50,243.72	29,239.56	74,281.24	71,269.47	44,246.65	(0.61)	53,856.13
August	80,166.62	105,875.94	90,106.11	190,977.70	163,532.09	185,303.71	0.12	147,159.11
September	151,431.83	179,274.96	170,982.30	233,606.46	217,481.13	257,025.50	0.15	211,674.07
October	121,288.07	151,774.01	155,155.28	192,817.13	193,304.52	237,546.24	0.19	186,119.44
November	130,755.88	146,395.83	153,802.89	189,389.35	183,632.90		(0.03)	160,795.37
December	50,151.94	64,974.75	83,368.79	129,991.56	117,612.17		(0.11)	89,219.84
TOTAL	717,103.10	905,493.39	869,876.93	1,293,327.11	1,294,932.05	1,092,937.48	0.00	1,016,146.51
Year to Date	536,195.28	694,122.81	632,705.25	973,946.20	993,686.98	1,092,937.48	0.09	

Emergency Services Sales Tax

	2018	2019	2020	2021	2022	2023	% Change	5-Year Ave.
January	5,693.58	22,652.17	22,081.29	35,673.96	42,007.94	38,798.45	(0.08)	32,242.76
February	9,500.78	20,193.73	38,888.47	40,698.37	51,602.55	49,470.71	(0.04)	40,170.77
March	8,924.66	28,148.22	30,899.33	39,142.28	64,129.75	50,505.67	(0.27)	42,565.05
April	22,040.87	52,719.27	32,992.58	39,017.29	54,305.90	50,263.76	(0.08)	45,859.76
May	23,915.42	32,415.46	28,328.62	53,200.16	64,390.89	66,881.55	0.04	49,043.34
June	13,364.73	17,201.80	20,323.77	38,209.24	36,187.24	74,396.48	0.51	37,263.71
July	36,977.68	35,279.36	29,408.23	54,965.11	58,069.60	36,858.14	(0.58)	42,916.09
August	54,297.30	74,723.11	62,795.11	139,369.81	119,039.47	131,561.66	0.10	105,497.83
September	100,795.88	126,269.99	120,650.92	164,773.79	154,524.58	198,918.58	0.22	153,027.57
October	82,850.46	103,635.85	108,852.60	139,222.51	142,140.85	176,409.86	0.19	134,052.33
November	88,859.04	101,380.60	107,416.93	136,598.38	133,850.03		(0.02)	113,621.00
December	34,697.06	45,399.97	63,130.77	93,550.49	84,746.99		(0.10)	64,305.06
Total	481,917.46	660,019.53	665,768.62	974,421.39	1,004,995.79	874,064.86	0.03	757,424.56
Year to Date	-	-	-	-	-	-		
Year to Date	358,361.36	513,238.96	495,220.92	744,272.52	786,398.77	874,064.86	0.10	

Town Sales Tax (month collected)

	2018			2019			2020			2021			2022			2023			% Change	5-Year Ave.
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total					
January	23,836.90	33,491.06	226.94	33,718.00	32,098.08	2,665.41	34,763.49	39,091.44	7,137.41	46,228.85	62,963.42	18,727.85	81,691.27	49,770.48	6,501.09	56,271.57	(0.31)	50,534.64		
February	24,868.07	25,970.59	49,386.28	75,356.87	32,169.42	5,252.72	37,422.14	39,866.84	6,744.78	46,611.62	53,190.25	7,164.49	60,354.74	49,280.00	9,212.54	58,492.54	(0.03)	55,647.58		
March	21,945.84	31,177.43	894.21	32,071.64	20,790.69	4,049.16	24,839.85	50,131.71	10,221.18	60,352.89	49,313.23	9,734.40	59,047.63	54,611.83	10,861.19	65,473.02	0.11	48,357.01		
April	17,527.63	20,798.07	852.39	21,650.46	17,127.14	5,391.71	22,518.85	36,719.07	6,870.33	43,589.40	34,642.71	7,026.64	41,669.35	82,089.44	13,421.87	95,511.31	1.29	44,987.87		
May	53,182.66	47,514.29	2,696.78	50,211.07	24,256.22	4,983.35	29,239.57	64,579.46	9,701.78	74,281.24	63,306.81	7,962.66	71,269.47	33,299.91	10,946.74	44,246.65	(0.38)	53,849.60		
June	80,166.62	102,431.94	3,444.00	105,875.94	82,279.01	7,827.11	90,106.12	177,151.51	13,826.19	190,977.70	145,662.10	17,869.99	163,532.09	174,276.97	11,026.74	185,303.71	0.13	147,159.11		
July	151,431.83	176,293.44	2,981.52	179,274.96	159,181.07	11,801.24	170,982.31	216,870.04	16,736.42	233,606.46	202,938.61	14,542.52	217,481.13	239,415.83	17,609.67	257,025.50	0.18	211,674.07		
August	121,288.07	149,121.51	2,652.50	151,774.01	142,713.83	12,441.45	155,155.28	178,061.07	14,756.06	192,817.13	180,370.66	12,933.86	193,304.52	220,394.43	17,151.81	237,546.24	0.23	186,119.44		
September	130,755.88	144,109.26	2,286.57	146,395.83	143,258.72	10,544.18	153,802.90	176,672.11	12,717.24	189,389.35	173,352.03	10,280.87	183,632.90		-	-	(0.03)	161,238.96		
October	50,151.94	62,956.32	2,018.43	64,974.75	74,881.79	8,487.00	83,368.79	102,643.80	27,347.76	129,991.56	99,903.42	17,708.75	117,612.17		-	-	(0.10)	83,145.00		
November	17,777.51	25,590.15	2,827.77	28,417.92	34,363.94	5,994.61	40,358.55	39,205.90	9,195.92	48,401.82	35,851.36	7,803.27	43,654.63		-	-	(0.10)	32,735.68		
December	26,379.98	34,571.00	4,688.76	39,259.76	37,811.41	7,310.95	45,122.36	44,146.95	12,788.01	56,934.96	40,783.79	8,628.52	49,412.31		-	-	(0.13)	40,208.90		
TOTAL	719,312.94	854,025.06	74,956.15	928,981.21	800,931.32	86,748.89	887,680.21	1,165,139.90	148,043.08	1,313,182.98	1,142,278.39	140,383.82	1,282,662.21	903,138.89	96,731.65	999,870.54		-		
YTD	494,247.63			649,932.95			565,027.61			888,465.29			888,350.20			999,870.54	0.13	798,329.32		

Emergency Services Sales Tax (month collected)

	2018			2019			2020			2021			2022			2023			% Change	5-Year Ave.
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total					
January	8,924.66	27,980.65	167.86	28,148.51	26,847.59	4,051.74	30,899.33	32,447.80	6,735.19	39,182.99	48,829.59	15,300.16	64,129.75	41,964.86	8,540.81	50,505.67	-21.24%	42,573.25		
February	22,040.87	21,749.81	30,969.48	52,719.29	26,943.46	6,049.12	32,992.58	33,038.78	6,019.09	39,057.87	46,409.30	7,896.61	54,305.91	40,365.69	9,898.07	50,263.76	-7.44%	45,867.88		
March	23,915.42	31,606.19	809.27	32,415.46	18,988.97	4,560.71	23,549.68	43,877.86	9,322.30	53,200.16	45,666.63	18,724.25	64,390.88	54,885.88	11,995.67	66,881.55	3.87%	48,087.55		
April	58,262.95	16,573.10	628.71	17,201.81	14,879.87	5,443.90	20,323.77	30,509.93	7,699.31	38,209.24	28,575.01	7,612.23	36,187.24	57,551.93	12,796.80	70,348.73	94.40%	36,454.16		
May	36,977.68	33,423.78	1,892.28	35,316.06	24,551.07	4,857.16	29,408.23	45,019.35	9,945.76	54,965.11	49,422.64	8,646.96	58,069.60	25,843.58	11,014.56	36,858.14	-36.53%	42,923.43		
June	54,297.30	72,152.85	2,570.26	74,723.11	56,773.64	6,471.47	63,245.11	125,792.28	13,577.53	139,369.81	103,486.63	15,552.84	119,039.47	118,888.32	12,673.34	131,561.66	10.52%	105,587.83		
July	100,795.88	123,864.51	2,405.48	126,269.99	110,539.66	10,111.26	120,650.92	149,173.26	15,600.53	164,773.79	141,697.79	12,826.79	154,524.58	180,677.77	18,240.81	198,918.58	28.73%	153,027.57		
August	82,850.46	101,317.76	3,702.92	105,020.68	98,545.37	10,307.22	108,852.59	125,932.27	13,290.24	139,222.51	130,197.48	11,943.37	142,140.85	158,577.50	17,832.36	176,409.86	24.11%	134,329.30		
September	88,859.04	99,005.06	2,075.54	101,080.60	98,173.46	9,243.47	107,416.93	124,672.32	11,926.06	136,598.38	122,908.93	10,941.10	133,850.03			-	-2.01%	101,308.58		
October	34,697.06	43,619.35	1,780.63	45,399.98	55,526.63	7,604.14	63,130.77	73,062.08	20,488.41	93,550.49	69,561.83	15,185.16	84,746.99			-	-9.41%	58,101.13		
November	22,652.17	19,732.41	2,348.89	22,081.30	30,125.87	5,585.20	35,711.07	31,712.58	10,295.36	42,007.94	29,090.76	9,707.69	38,798.45			-	-7.64%	28,972.64		
December	30,306.85	30,176.30	8,712.17	38,888.47	33,466.13	7,274.58	40,740.71	39,338.81	12,263.74	51,602.55	39,076.51	10,394.20	49,470.71			-	-4.13%	36,324.32		
Total	564,580.34	621,201.77	58,063.49	679,265.26	595,361.72	81,559.97	676,921.69	854,577.32	137,163.52	991,740.84	854,923.10	144,731.36	999,654.46	678,755.53	102,992.42	781,747.95				
Year to Date	388,065.22			471,814.91			429,922.21			667,981.48			692,788.28			781,747.95	12.84%	608,850.97		

County Sales Tax (month collected)

	2019			2020			2021			2022			2023			% Change 5yr. Average	
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total		
January	11,205.30	41.21	11,246.51	10,788.33	3,806.85	14,595.18	12,774.47	3,628.40	16,402.87	15,168.99	5,753.99	20,922.98	17,377.67	7,165.10	24,542.77	0.17	17,542.06
February	8,772.61	84.44	8,857.05	10,870.13	4,410.17	15,280.30	12,943.71	2,876.38	15,820.09	21,069.45	5,470.91	26,540.36	15,309.31	6,625.40	21,934.71	(0.17)	17,686.50
March	19,310.39	398.52	19,708.91	9,542.34	3,236.13	12,778.47	20,077.43	4,696.12	24,773.55	23,758.13	20,226.35	43,984.48	33,211.29	8,333.13	41,544.42	(0.06)	28,557.97
April	5,675.84	151.91	5,827.75	6,642.00	3,304.40	9,946.40	12,099.99	5,449.37	17,549.36	6,924.72	3,221.41	10,146.13	9,999.63	7,054.33	17,053.96	0.68	12,104.72
May	5,876.94	325.95	6,202.89	14,961.72	2,775.50	17,737.22	7,456.19	6,212.46	13,668.65	15,774.55	5,873.38	21,647.93	8,052.51	6,677.71	14,730.22	(0.32)	14,797.38
June	12,825.21	661.74	13,486.95	8,411.36	2,510.43	10,921.79	24,129.22	7,899.27	32,028.49	19,927.27	7,016.18	26,943.45	15,956.71	9,251.92	25,208.63	(0.06)	21,717.86
July	21,568.05	861.00	22,429.05	17,395.28	4,350.51	21,745.79	21,822.70	8,226.05	30,048.75	23,792.59	5,981.69	29,774.28	49,687.40	11,577.52	61,264.92	1.06	33,052.56
August	12,723.74	1,050.42	13,774.16	14,702.81	4,023.33	18,726.14	23,443.66	6,509.70	29,953.36	27,958.85	6,176.77	34,135.62	33,346.06	11,381.82	44,727.88	0.31	28,263.43
September	14,041.68	1,028.90	15,070.58	13,563.83	4,221.36	17,785.19	22,816.57	6,365.70	29,182.27	23,315.04	7,226.03	30,541.07			-	0.05	16,597.35
October	6,721.34	825.95	7,547.29	13,816.59	3,659.87	17,476.46	14,263.13	5,435.83	19,698.96	11,402.75	6,589.09	17,991.84			-	(0.09)	12,123.07
November	5,930.45	924.35	6,854.80	13,790.50	2,933.00	16,723.50	11,537.52	7,277.72	18,815.24	10,696.88	7,730.04	18,426.92			-	(0.02)	12,265.17
December	13,632.71	9,228.08	22,860.79	15,682.24	4,317.03	19,999.27	18,779.24	6,835.25	25,614.49	21,742.70	8,003.28	29,745.98			-	0.16	20,827.58
Total	138,284.26	15,582.47	153,866.73	150,167.13	43,548.58	193,715.71	202,143.83	71,412.25	273,556.08	221,531.92	89,269.12	310,801.04	182,940.58	68,066.93	251,007.51		
YTD			101,533.27			121,731.29			180,245.12			214,095.23			251,007.51	0.17	173,722.48



Willy Tookey <admin@sanjuancolorado.us>

Language Justice Training - please share

1 message

Dayna Kranker <dkranker@sjcph.org>

Wed, Oct 11, 2023 at 11:44 AM

To: commissioner.lashley@sanjuancolorado.us, pete@maiselx.com, sjcom.fetch@gmail.com

Cc: Willy Tookey <admin@sanjuancolorado.us>, Becky Joyce <director@sjcph.org>

Hello Commissioners,

I hope you're enjoying this beautiful weather. I wanted to share a training opportunity with you and Willy. I attended this training in Durango earlier this year and thought our local organizations and governments could really benefit, considering nearly 25 percent of our kids in school speak Spanish at home and we have a well-established Mexican population in our community.

Through a grant from the El Pomar Foundation, and in partnership with Silverton Strong, San Juan County Public Health and Silverton School, we are bringing the Community Language Cooperative to Silverton to provide a training on how to effectively engage non-English speaking community members. **Join us for breakfast and lunch (9:00 a.m. - 1:00 p.m.) at the Silverton School on Friday, October 27.** See attached flier or contact me for more information. Feel free to spread the word to anyone who might be interested and I hope you can attend. This can be helpful from the commissioner perspective or as a local employer.

Thank you for considering and for spreading the word.

Cheers,

Dayna Kranker, MAA
Health Planner
San Juan County Public Health Service
Silverton, CO
720-341-6535

**Language Justice Training Flier.pdf**

950K



Language Justice

ENGAGING LINGUISTICALLY DIVERSE COMMUNITIES

Community Training

Friday, October 27
9:00 a.m. - 1:00 p.m.
Silverton School
Performing Arts Center (PAC)
Coffee, snacks and lunch provided

**Limited childcare available - email
dkranker@sjcph.org**

Learning Session Overview

When we engage communities equitably and respectfully, we see the greatest impact. This training opportunity helps local organizations include linguistically diverse communities. The training will include:

- Modeling language justice in community settings
- Learning activities to showcase the importance of using heart languages
- Overview of the key elements of language justice
- Tutorial on using Zoom interpretation and interpretation devices
- Introduction to the language justice continuum for self/organizational evaluation



The Community Language Cooperative (CLC) provides language and community engagement services to ensure inclusion and accessibility to linguistically diverse communities. The Cooperative offers services that broaden participation opportunities and increase community engagement by non-English speakers. CLC's services allow organizations and government agencies to remove all language and cultural barriers as a standard component of important meetings, focus groups, and events that impact communities."

**FOR MORE INFORMATION,
CONTACT: DAYNA KRANKER
DKRANKER@SJCAPH.ORG**



Forest Service News Release

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kimberlee.phillips@usda.gov

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GMUG Seeks Input on Proposed Blue Lakes Visitor Use Management Plan

Montrose, Colorado, Oct. 17, 2023 — The Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests' Ouray Ranger District is seeking public comment on the draft Blue Lakes Visitor Use Management Plan Environmental Assessment (EA).

The primary purpose of the proposed plan is to provide comprehensive management of visitors and to reduce visitor impacts for 16,200 acres within the Mt. Sneffels Wilderness and surrounding areas, including Mt. Sneffels Peak, Yankee Boy Basin, Blaine Basin and the lower East Dallas area. The draft EA includes a limited permit system for overnight and day use for Blue Lakes trail, Lower Blue Lake and Upper Blue Lake – both high alpine lakes that have seen a surge in popularity over the last decade. Other key features of the plan include proponents addressing visitor impacts to the area for camping and human waste disposal.

"The goal of this plan is to have people be able to enjoy their public lands and maintain the experience they came here for," said GMUG Ouray District Ranger Dana Gardunio. "The proposed permit system and management tools are critical to enabling us to effectively manage, restore and protect this cherished area."

The Ouray Ranger District is hosting an open house to discuss this proposal Nov. 6, 2023, from 5:30-7:30 p.m. at the Ouray County Fairgrounds and Event Center, 22739 Hwy 550, Ridgway, Colorado. Members of the public and other interested parties are encouraged to attend to learn more about the proposal, speak to project specialists and get answers to questions.

More information about the proposal and how to submit a comment can be found on the [project website](#).

Comments must be received or postmarked no later than 45 days after the publishing of the legal notice in the Montrose Daily Press or Grand Junction Daily Sentinel, whichever publishes later.

Comments may be submitted via:

- Online: <https://www.fs.usda.gov/project/?project=61979>
- Mail or hand delivery: Ouray Ranger District Attn: Dana Gardunio, 2505 South Townsend Ave., Montrose, CO 81401

For additional questions, please contact the Ouray Ranger District at (970) 240-5300.

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The Grand Mesa, Uncompahgre & Gunnison National Forests manage approximately 3 million acres of land in Southwest Colorado within Delta, Garfield, Gunnison, Hinsdale, Mesa, Montrose, Ouray, Saguache, San Juan and San Miguel counties.

USDA is an equal opportunity provider, employer, and lender.

